

	<b>The School District of Newberry County</b> <b>Request for Proposals</b>	Solicitation #	<b>2022-014</b>
		Date Issued	<b>April 28, 2022</b>
		Procurement Official	<b>Keshia L. Williams</b>
		Phone	<b>(803) 321-2600</b>
		E-Mail Address	<b>kwilliams@newberry.k12.sc.us</b>

DESCRIPTION	Rebid - Grounds Maintenance Services – District Wide
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*The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”*

SUBMIT OFFER BY	<b>May 19, 2022 @ 2:00 PM</b>
QUESTIONS MUST BE RECEIVED BY	<b>May 9, 2022 @ 10:30 AM</b>
NUMBER OF COPIES TO BE SUBMITTED	<b>1 original and 4 copies marked “COPY”</b>

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

SUBMIT YOUR SEALED OFFER TO:

**Newberry County School District  
Purchasing Office  
3419 Main Street  
Newberry, SC 29108**

CONFERENCE TYPE: Not Applicable DATE & TIME: (EST) As appropriate, see “Conferences – Pre-Bid/Proposal” & “Site Visit” provisions	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Intent to award will be posted by May 26, 2022 no later than 4:00 pm. The award, this solicitation and any amendments may be posted at the following web address: <a href="http://www.newberry.k12.sc.us">http://www.newberry.k12.sc.us</a>
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<p>You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of <b>sixty (60) calendar days</b> after the Opening Date.</p>	
NAME OF OFFEROR: (Full legal name of business submitting the offer)	<b>OFFERORS TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____  (See “Signing your Offer” provision)
AUTHORIZED SIGNATURE:  (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	
TITLE	
PRINTED NAME:	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

PAGE TWO  
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Phone
	Fax
	E-Mail

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
	ORDER FAX #
<input type="checkbox"/> Payment Address Same as Home Office Address	<input type="checkbox"/> Order 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 Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.						
	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
See "Amendments to Solicitation" Provision						

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%

MINORITY PARTICIPATION	Are You a South Carolina Certified Minority Vendor? (Yes or No):
	If Yes, South Carolina Certification #
	Are You a Non-SC Certified Minority Vendor? (Yes or No):

## SOLICITATION OUTLINE

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

### I. SCOPE OF SOLICITATION

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

**MAXIMUM CONTRACT PERIOD — ESTIMATED:** June 1, 2022 – May 31, 2027. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract - Effective Date/Initial Contract Period”. The Superintendent has the option, based on performance and mutual agreement of both parties, to extend this contract for an additional two (2) years, in one (1) year increments, through May 31, 2029. Contracts exceeding seven (7) years must be approved by the school board. 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:** CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

BOARD means the School District of Newberry County Board of Trustees.

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT 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 Newberry County School District.

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

**OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.

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

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

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

**SUBCONTRACTOR** means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

**WORK** means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of amendments: <http://www.newberry.k12.sc.us>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the Offeror received the amendment. (c) If this Solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offeror's responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Newberry County School 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 entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

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

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror 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. [02-2A035-1]

**CODE OF LAWS AVAILABLE:** The District's Procurement Code is available at:  
[www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** 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).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer or his 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 Office mail room which services that purchasing office prior to the opening.

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

**DISTRICT OFFICE CLOSINGS:** 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. Useful information may be available at: <http://www.newberry.k12.sc.us/>

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

**ETHICS CERTIFICATE:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed

by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

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

**PROCUREMENT AUTHORITY:** (a) 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 official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the 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.**

**PROTESTS:** 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 Chief Procurement Officer within the time provided.

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

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective



offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. **The preferred method for submitting questions is by email to [kwilliams@newberry.k12.sc.us](mailto:kwilliams@newberry.k12.sc.us) Questions can also be faxed to 803-321-2604 or submitted to the address on the Cover Page of this document.**

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

**RESPONSIVENESS / IMPROPER OFFERS:**(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness: Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

(e) Unbalanced Bidding: The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

**SIGNING YOUR OFFER:** 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 venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages. (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically

stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

**VENDOR REGISTRATION:** Offerors who have not provided goods or services to the District in the past or within the past three (3) years must complete a new vendor application and a W-9 form. The vendor application and W-9 form will be provided as an attachment to the solicitation.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**CLARIFICATION:** The Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**CONTENTS OF OFFER:** (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirement or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**OFFERING BY LOT:** Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

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

**PROTEST:** Any protest must be addressed to the Chief Procurement Officer, Newberry County School District and submitted in writing, (a) by email to [kwilliams@newberry.k12.sc.us](mailto:kwilliams@newberry.k12.sc.us), (b) by facsimile at (803) 321-2604 or (c) by post or delivery to 3419 Main Street, Newberry, SC 29108.

### III. SCOPE OF WORK / SPECIFICATIONS

**SCOPE:** The School District of Newberry County, hereafter referred to as the “District”, is accepting proposals from qualified contractors for Grounds Maintenance Services in accordance with the requirements of this solicitation.

Bidders are highly encouraged to conduct site visits for each of the sites identified, such that each bidder may familiarize themselves with any condition which may affect their performance and bid prices. Submission of a bid will be evidence that the Bidder did in fact make a site inspection and is aware of all conditions affecting their performance and price. No consideration will be given to any claim based on lack of knowledge of existing conditions. Visitors to school sites are required to sign in and out at the main office prior to walking the school grounds. A site visit log is included in the attachments of this solicitation and must be returned with the bid.

The District reserves the right to add or delete similar items/services specified in this document as requirements change during the course of the contract. During the term of the contract period, if it is found that new services in this category are required by the District, the District reserves the right to negotiate price for the new service(s) with the successful contractor and add the new service(s) to the existing contract.

The proposer may use a sub-contractor for any portion of this contract, but all sub-contractors must be approved by the District before issuance of contract.

**PROJECT INFORMATION:** The School District of Newberry County is composed of three (3) attendance areas: Prosperity, Newberry and Whitmire and consists of seven (7) elementary schools, two (2) middle schools, two (2) high schools, one (1) K-12 community school, one (1) career center, one (1) alternative school/Adult Education center, one (1) district office, three (3) ancillary offices/buildings (Facilities Management, Kit Center, District Office Annex) located throughout the county.

**CONTRACT TERMS:** The initial contract period shall be for one (1) year from the date of award of this contract. In addition, the contract may be renewed for four (4) additional one (1) year periods if both parties agree to such an extension. The contract shall automatically renew on each anniversary date unless the contractor receives notice that the District elects not to renew the contract. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period. Notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

#### **SPECIAL BID REQUIREMENTS:**

1. Licenses and Permits: All licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the Contractor.
2. Safety: Contractor shall be familiar with and in complete compliance with, OSHA, AHERA, DHEC and EPA requirements and shall report any loss time or major injuries to the District.

3. Workmanship: All workmen shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval, in the field, of the District's representative.
4. Training: The Contractor shall be responsible for providing the proper training for all his employees regarding the proper handling of equipment and application of chemical substances. Damages resulting from the improper application or use of chemical substances will be the responsibility of the contractor. Additionally, the Contractor is responsible for providing all training and certification for his employees as required by AHERA, DHEC, OSHA and EPA regulations.
5. Keys: The District will furnish keys. The Contractor will not have additional keys duplicated. If additional keys are needed, a request will be made to the Director of Facilities Management. Upon termination of a contract, the contractor shall return all keys to the District's representative before the final payment is made.
6. Experience: Contractor must have at least three (3) years of experience with large commercial contracts in excess of seventy-five thousand dollars (\$75,000.00) per contract.
7. Physical Assets: The Contractor must demonstrate to the school district the ability to provide all equipment and trained personnel to fulfill the contractor's obligations to the District. This information must be included as part of the bid.
8. Cost: The price for services must be reasonably comparable to the average cost for similar services performed in the Newberry, Saluda, Fairfield, Laurens and Greenwood County areas.
9. Contractor Employee Policy: The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work. The Contractor shall ascertain that all his employees abide by the following rules:
  - A. Employees shall be of good integrity and character. A SLED check shall be conducted on each prospective employee prior to employment as stated in item three (3) regarding Contractor requirements.
  - B. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing, within 24-hours to the school principal and the district Director of Facilities Management (FM) specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the district Director of Facilities Management shall determine if the contractor is at fault.
  - C. Employees, through their supervisor, will be expected to honor reasonable requests from the district Facilities Management department in preparation of special events or activities.
  - D. Employees shall not engage in idle or unnecessary conversation with District employees, other employees of the Contractor, students, or visitors to the building.

- E. Employees shall not remove any article or materials from the premises, regardless of value. This is to include the contents of any item found in the trash containers in or around the premises. Trash items are to be placed in dumpsters or trashcans designated for that purpose.
  - F. Employees shall abide by all rules, regulations, and policies of the District.
  - G. The Contractor's supervisor(s) must possess the ability to communicate effectively, both orally and in writing, with Director of Facilities Management (DFM). The supervisor shall report to the main office area at each district location and sign in prior to the commencement of work. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
  - H. The use or possession of alcoholic beverage or other non-prescribed drugs will not be permitted. Contractor's employees who report for work showing evidence of any impaired condition must not be permitted to remain on the premises by the Contractor's supervisor.
  - I. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in this agreement.
  - J. Contractor's employees will not be permitted to use tobacco products on District property.
  - K. Any contractor employee who fails to abide by the school district's rules and expectations will be expected to be removed from the job and replaced, upon written request of the DFM.
10. The contractor shall maintain a mobile telephone service capable of receiving phone calls, text messaging, and email notifications. Applicable phone numbers shall be provided to the DFM.
11. Liability: The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees while they are on premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within thirty (30) days after claim is submitted. For example: School windows, doors, car windows and windshields, etc.
12. 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 wage, labor and equal employment opportunity laws.
13. Equipment and Supplies: The Contractor shall provide all necessary equipment and other necessary supplies (adequate in kind, quantity and quality) to professionally perform all work in this solicitation. Losses to the District caused by inferior quality equipment or supplies will be reimbursed by the Contractor.
14. Scheduling and Working Hours: Contractor shall submit a yearly calendar with proposed ground mowing activities listed for each month of service within 15 calendar days of award. In addition, the contractor will be required to submit a monthly schedule of activities to the DFM prior to the first day of each month. Any changes, delays, or modifications to the submitted monthly schedules shall be noted by the contractor and a revised schedule of services shall be submitted within 24 hours of the changes. Services shall be performed during the normal operational hours of the Facilities Management department, unless otherwise approved by DFM.

15. Inclement Weather: In case of inclement weather, activities and tasks will be rescheduled as soon as the weather will permit. Completion of rain-delayed projects shall be documented and a revised monthly schedule shall be emailed to DFM.
16. Inspection: The District reserves the right to inspect all services performed as specified in this solicitation, and determine whether service is being performed satisfactorily.
17. Default: Failure to satisfactorily perform the services detailed in this solicitation will be grounds to declare the Contractor in default.

## **SPECIFICATIONS:**

### **A. CONTRACT REQUIREMENTS**

These specifications cover provisions for grounds maintenance services, including all reasonable and necessary labor, supervision, equipment, supplies and documentation.

1. Contractor shall supply all materials needed to implement the requirements listed in this solicitation.
2. Contractor shall have all their employees wear a distinctive uniform provided by the Contractor containing the firm's name at all times while on District property.
3. All equipment used on this project shall meet OSHA standards for safety and any other federal, state or local laws and/or regulations that may pertain to this solicitation.
  - a. All noise reduction devices shall be maintained in good working order on all equipment to minimize noise during school hours.
  - b. Contractor's equipment shall not be housed or left on District property unattended. The district will not be held liable for any damage or theft of equipment.
  - c. District-owned or District-leased equipment shall not be utilized by the contractor.
4. District property shall be maintained during times when there is no threat to the safety of students, District personnel, or the general public.
5. The Contractor will be required to sign in at the main office of District location prior to performing services. In the event the building is closed, the Contractor will be required to notify DFM. Communication to DFM should be an email or text message that will include the location, time, and reference the services to be performed.
6. The contractor will be required to document all services. Documentation should include services rendered, service location, dates of service, and number of visits. All information requested on the form shall be filled out accurately and in its entirety for all ground maintenance services. The contractor will be required to submit a copy of the form along with monthly service invoicing to the DFM.

7. The Contractor is responsible for correcting any missed or incomplete service request within 48 hours notification. Work orders are emailed to the Contractor and DFM through School Dude. Missed or incomplete services during the service cycle will be deducted from the monthly invoice. Failure to complete missed or incomplete work in the specified timeframe would declare the Contractor in default.

## **B. GROUNDS MAINTENANCE - GENERAL**

1. All District locations will be serviced within five (5) calendar days prior to the school opening date. No services will be performed at any of the school locations or District administration buildings during the first day of school. Special events such as school board meetings, District training days, etc., will require services to be performed no more than four days prior to the event. A schedule of the special events will be provided to the Contractor.
2. During times of testing, the Contractor shall adjust his/her schedule so that service doesn't occur while students are testing. Testing will take precedence over service. Testing schedules do not relieve the Contractor of their obligation to service locations on their scheduled day. When possible, the District will provide advance notice for such testing dates.
3. The Contractor will be required to mow all turf at each location identified in this solicitation. All turf should be mowed to a height of 2 inches or as instructed by the DFM.
4. All building foundations, fences, HVAC units, flag poles, playground boarders, transformers, and any other fixture or structure located in turf areas, shall be maintained by the use of a string trimmer.
5. Trash (paper, bottles, cans, etc.) and natural debris (tree limbs, large rocks, leaves, etc.) shall be the responsibility of the Contractor to remove prior to performing services. The Contractor shall be required to inform the DFM if there are problems of excessive amounts of trash present on District property.
6. The Contractor will be required to edge all concrete curbs, sidewalks, and defined landscape bed areas at each maintenance visit where mowing is performed. Concrete surfaces should be edged using a blade type edger to a depth of at least 1.5 inches. Plant beds (not defined by concrete) may be edged with the blade or string trimmer to maintain a well-groomed appearance.
7. Interior courtyards shall be maintained as part of this contract and to the specifications of the DFM. Interior courtyards are located at Boundary Street Elementary, Mid-Carolina High School, Little Mountain Elementary School, and Newberry High School.
8. The Contractor is responsible for services to all interior and exterior turf, ornamental beds, tree rings, mulch area, and hardscape located at each high school stadium and athletic venue with the exception of the playing surface of the field (baseball, softball, football, practice fields, etc.). The Contractor will be responsible for performing services at each stadium location no more than four



(4) days prior to a scheduled activity (football games, graduation ceremonies, etc.). A schedule of all activities at each stadium location will be provided to the Contractor.

9. The District estimates approximately (34) grounds mowing visits per year, with a specific number of projected services for each month. The number of service visits may vary depending on weather conditions and growth rates. The District does not guarantee the total number of service dates during the calendar year. Service days should be consistent from week to week during the months of April through October. Weekend services shall be approved by the DFM prior to the commencement of work activities and will require notation on the monthly service calendar. (See chart below).

<b>Month</b>	<b>Number of Service Visits</b>
January	1
February	1
March	2
April	3
May	4
June	4
July	4
August	4
September	4
October	3
November	2
December	2

10. Clean-up and disposal of debris generated from mowing services will be the responsibility of the Contractor. All debris should be disposed of off-site of the District property.
11. The use of plant growth regulators (PGR) for maintenance purposes must be approved by the Director of Facilities Management prior to application.
12. Clean-up and disposal of debris generated from pruning services will be the responsibility of the Contractor. All debris should be removed from the District property.

#### IV. INFORMATION FOR OFFERERS TO SUBMIT

Each offeror must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your bid being deemed non-responsive.

By submitting a bid, offeror warrants its response to this solicitation to be fully disclosed and correct. Information, documents and materials submitted in the bid must be complete and accurate in all material aspects. All bids must contain direct responses to the following requests for information and be organized so that specific requests being responded to are readily identifiable and in the same sequence as outlined below.

##### 1. TECHNICAL PROPOSAL:

**Cover Letter:** One-page letter, including the legal name of the Offeror, providing a summary of the Offeror's ability to perform the services requested in this solicitation and confirm that the offeror is willing to perform those services and enter into a contract with the District. The letter shall be signed by the person having the authority to commit the Offeror to a contract.

**Table of Contents:** An organized listing of the requested information should follow the cover letter.

**Tab 1 - Executive Summary:** The executive summary for the offeror shall include: the name of your firm, the location of the principle place of business, and an organizational chart. A brief description of the company and its service offerings. Include the name and contact information for one point of contact for performance or contract issues.

##### **Tab 2 - Qualifications and Experience:**

1. The offeror is to provide a comprehensive description of the firms experience in providing services requested in this RFP, preferably with a school district comparable to Newberry County School District. Provide five (5) ground maintenance contracts for similar projects to include name of facility, general details of services provided, cost of contract, and contact information.

2. Submit a list of all personnel that will be assigned to this project. Include their responsibilities, resumes or experience summaries, qualifications, and licensing information. Describe previous related experience.

3. Submit a complete list of equipment owned by your firm to be used for services requested in this RFP. Include the quantity, size, age, description, manufacturer, and model number of all equipment to be used.

4. Submit a list of all chemicals to be used for services requested in this RFP.

**Tab 3 – Legal Actions:** Describe all legal actions of your firm for the past five (5) years (e.g. bankruptcy, pending litigation, criminal action).

**Tab 4 – Insurance Coverage:** Disclose how your firm is adequately licensed, bonded and/or insured. Confirm that you will notify the District in writing at least thirty (30) days in advance of any changes to your firm's coverage.

**Tab 5 – References:** Provide a list (school districts preferred) for which services substantially similar to those sought with this solicitation have been performed within the past three years. The list must contain a contact name along with the contact’s telephone number, physical address, and email address.

- 2. PRICE/BUSINESS PROPOSAL:** Offeror’s annual itemized price to provide the services as outlined in this solicitation. See Section VIII. Price Proposal. One (1) copy of the Cost Proposal shall be provided under separate cover in a sealed envelope. **Do not include cost information in with the Technical Proposal.**

## **INFORMATION FOR OFFEROR’S TO SUBMIT - GENERAL**

Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Your offer should include Bidding Schedule/Price Proposal; and any appropriate attachments addressed in part IX. Attachments of the Solicitation. 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.

## **V. QUALIFICATIONS**

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

**QUALIFICATIONS – REQUIRED INFORMATION:** Submit the following information or documentation for you and any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. (c) A detailed narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. (d) List of failed projects, suspensions, debarments, and significant litigation. (e ) List at least 3 references of similar projects for these services.

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err

on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

## **VI. AWARD CRITERIA**

**AWARD BY LOT:** Award will be made by complete lot(s)

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

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

**DISCUSSIONS AND NEGOTIATIONS – OPTIONAL:** Submit your best terms from both price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

**EVALUATION FACTORS – PROPOSALS:** All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subjected to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in the RFP. The following criteria will be used in the evaluation process:

- 1. Project Cost:** Total annual cost of the program proposed as outlined in this RFP.
- 2. Qualifications and Experience:** Demonstration that Offeror and personnel staff have the capability, expertise, and resources to provide the requested services.
- 3. Project Approach:** Offeror's technical approach to the project.

### POINT EVALUATION VALUES

CRITERION	POINT VALUE
Project Cost	45
Qualification and Experience	35
Project Approach	20
<b>TOTAL POINTS</b>	<b>100</b>

**PRICE:** After review of evaluations by the committee, price points shall be added to the technical scores of each offeror. The proposal with the overall lowest price will be assigned the highest maximum points and the remainder of the proposals will be assigned lesser points in proportion to the lowest price. Proposed prices shall be stated as required in this solicitation.

#### **VII. TERMS AND CONDITIONS – A. GENERAL**

##### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

**BANKRUPTCY:** (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 five (5) 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:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in

this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

**DISCOUNT FOR PROMPT PAYMENT:**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief 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:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

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

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified 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.

**PAYMENT:** (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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with the District's Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY:** 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:** 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:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations

created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

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

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

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

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

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

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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



## **VII. TERMS AND CONDITIONS – B. SPECIAL**

### **CHANGES:**

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] 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 State 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:** 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**

- (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) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, 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 State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's

performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**ILLEGAL IMMIGRATION:** (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 State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the

District, State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**PRICE ADJUSTMENTS:**

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

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

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

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

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

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in an accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

## VIII. BID SCHEDULE/BUSINESS PROPOSAL

### Lot 1

#### Project: Grounds Maintenance – District Wide

Provide all labor, materials, equipment and supplies campus wide for grounds maintenance services as specified in this solicitation at the following locations: **Reference Section III, Specifications B. Grounds Maintenance – General.**

a. Little Mountain Elementary	\$ _____	(per occurrence)
b. Prosperity-Rikard Elementary	\$ _____	(per occurrence)
c. Pomaria-Garmany Elementary	\$ _____	(per occurrence)
d. Prosperity Kit Center	\$ _____	(per occurrence)
e. Whitmire Community School	\$ _____	(per occurrence)
f. Whitmire Athletics Complex	\$ _____	(per occurrence)
g. Mid Carolina High	\$ _____	(per occurrence)
h. Mid Carolina Middle	\$ _____	(per occurrence)
i. Reuben Elementary	\$ _____	(per occurrence)
j. Gallman Elementary	\$ _____	(per occurrence)
k. Newberry Middle	\$ _____	(per occurrence)
l. Kendall Road Complex	\$ _____	(per occurrence)
m. Boundary Elementary	\$ _____	(per occurrence)
n. Newberry Elementary	\$ _____	(per occurrence)
o. Newberry High	\$ _____	(per occurrence)
p. Newberry Career Center	\$ _____	(per occurrence)
q. District Office	\$ _____	(per occurrence)
r. Newberry Annex	\$ _____	(per occurrence)
s. Subtotal	\$ _____	(addition of a through r)
t. Annual Grand Total	\$ _____	(s x 34 occurrences)

## **IX. ATTACHMENTS TO SOLICITATION**

- A. Grounds Measurements
- B. Site Visit Log
- C. Minority Participation Affidavit
- D. New Vendor Application
- E. Statement of Acceptance

**ATTACHMENT A**  
**GROUNDS MEASUREMENTS**

<b>Campus</b>	<b>Estimated Acreage of Grounds to be Maintained</b>
District Administrative Offices	<i>2.0</i>
District Administrative Office Annex	<i>0.5</i>
Newberry Middle School	<i>25.0</i>
Newberry Elementary School	<i>11.0</i>
Gallman Elementary School	<i>11.0</i>
Newberry Alternative School	Included within the acreage of Mid Carolina Middle
Boundary Street Elementary School	<i>7.0</i>
Reuben Elementary School	<i>7.5</i>
Whitmire High School Athletic Complex RC Lake Gymnasium & Legends Stadium	<i>4.2</i>
Whitmire Community School	<i>16.0</i>
Pomaria-Garmany Elementary School	<i>10.0</i>
Little Mountain Elementary School	<i>7.0</i>
Mid-Carolina High School	<i>51.0</i>
Mid-Carolina Middle School & Athletic Complex	<i>25.69</i>
Prosperity-Rikard Elementary School	<i>11.5</i>
Newberry County Career Center Includes Engineering Building	<i>5.0</i>
Kendall Road Complex	<i>5.0</i>
Prosperity Kit Center	<i>2.0</i>
Newberry High School Athletic Fields Included	<i>31.0</i>
<b>Total:</b>	<b><i>232.39</i></b>



## ATTACHMENT B

### Site Visit Log

#### Project: Ground Maintenance – District Wide

A site inspection is highly encouraged for each site identified below, such that each bidder may familiarize themselves with any conditions which may affect their performance and bid prices. Submission of a bid will be evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting their performance and price.

Facility	Address	Person (s) Attending	Date
District Administrative Offices	3419 Main Street, Newberry, SC 29108		
District Administrative Annex	1539 Martin Street, Newberry, SC 29108		
Newberry Middle School	125 O'Neal Street, Newberry, SC 29108		
Newberry Elementary School	1829 Nance Street, Newberry, SC 29108		
Gallman Elementary School	255 Hawkins Road, Newberry, SC 29108		
Newberry Alternative School	540 Brantley Street, Newberry, SC 29108		
Boundary Street Elementary School	1406 Boundary Street, Newberry, SC 29108		
Reuben Elementary School	3605 Spearman Rd, Newberry, SC 29108		
Whitmire High School Athletic Complex	Hwy 121/176 Union Street, Whitmire, SC 29178		
Whitmire Community School	2597 SC Hwy 66, Whitmire, SC 29178		
Pomaria/Garmany Elementary School	7288 US Hwy 176, Pomaria, SC 29126		
Little Mountain Elementary School	692 Mill Street, Little Mountain, SC 29075		
Mid-Carolina High School	377 Cy Schumpert Road, Prosperity, SC 29127		
Mid-Carolina Middle School	6794 US Highway 76, Prosperity, SC 29127		
Prosperity/Rikard Elementary School	381 S. Wheeler Avenue, Prosperity, SC 29127		
Newberry County Career Center	3413 Main Street, Newberry, SC 29108		
NCCC Engineering Building	3241 Main Street, Newberry, SC 29108		
Kendall Road Complex	709 Kendall Road, Newberry, SC 29108		
Prosperity Kit Center	244 School Drive, Prosperity, SC		
Newberry High School	3113 Main Street, Newberry, SC 29108		

## ATTACHMENT C

### MINORITY PARTICIPATION AFFIDAVIT

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in the contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

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

[04-4015-3]



**NEW VENDOR APPLICATION FORM**

**ATTACHMENT D**

**NEWBERRY COUNTY SCHOOL DISTRICT**  
 Post Office Box 718  
 3419 Main Street  
 Newberry SC 29108

<b>BUSINESS FULL LEGAL NAME &amp; ADDRESS:</b> _____ _____ _____	<b>REMITTANCE ADDRESS (If Different):</b> _____ _____ _____
PHONE: _____ FAX: _____	PHONE: _____ FAX: _____

<p><b>INFORMATION ABOUT TYPE OF BUSINESS:</b></p> <p><b>TYPE:</b>      <input type="checkbox"/> Individual                      <input type="checkbox"/> Corporation (Inc.)      (CHECK ALL THAT APPLY)   <input type="checkbox"/> Partnership (not Inc.)   <input type="checkbox"/> Partnership (LLP)  <input type="checkbox"/> Small Business                      <input type="checkbox"/> Manufacturer  <input type="checkbox"/> Construction (not Inc.)   <input type="checkbox"/> Construction (Inc.)  <input type="checkbox"/> Medical Services                      <input type="checkbox"/> Governmental  <input type="checkbox"/> Attorney                                      <input type="checkbox"/> Distributor/Dealer  <input type="checkbox"/> Service Provider                      <input type="checkbox"/> Wholesaler/Retailer  <input type="checkbox"/> Sales &amp; Service                      <input type="checkbox"/> Sales (only)  <input type="checkbox"/> Research &amp; Dev.                      <input type="checkbox"/> Other</p> <p>Are you subject to IRS 1099 reporting for income tax purposes?  <input type="checkbox"/> Yes                      <input type="checkbox"/> No                      <input type="checkbox"/> I don't know</p> <p>STATUS:      <input type="checkbox"/> Minority Owned*                      <input type="checkbox"/> Woman Owned*</p> <p><small>*Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.</small></p>	<p><b>INFORMATION ABOUT PRODUCTS/SERVICES:</b>  <i>Find "best fit" category/ies. Check all that apply.</i></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Books &amp; Similar Materials</td> <td><input type="checkbox"/> Landscaping/Lawn Maint.</td> </tr> <tr> <td><input type="checkbox"/> Computer Hdw/Software</td> <td><input type="checkbox"/> Printing</td> </tr> <tr> <td><input type="checkbox"/> Construction (Specify Below)</td> <td><input type="checkbox"/> Rentals (Specify)</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Electrical</b></td> </tr> <tr> <td><input type="checkbox"/> Masonry</td> <td><input type="checkbox"/> Repairs (Specify)</td> </tr> <tr> <td><input type="checkbox"/> Mechanical/HVAC</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Painting</td> <td><input type="checkbox"/> Services (Specify)</td> </tr> <tr> <td><input type="checkbox"/> Plumbing</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Roofing</td> <td><input type="checkbox"/> Supplies (Specify)</td> </tr> <tr> <td><input type="checkbox"/> Other (Specify)</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Equipment</td> <td><input type="checkbox"/> Telecommunications</td> </tr> <tr> <td><input type="checkbox"/> Food Products</td> <td><input type="checkbox"/> Vehicles/Trucks</td> </tr> <tr> <td><input type="checkbox"/> Furniture</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other (Specify)</td> <td>_____</td> </tr> </table>	<input type="checkbox"/> Books & Similar Materials	<input type="checkbox"/> Landscaping/Lawn Maint.	<input type="checkbox"/> Computer Hdw/Software	<input type="checkbox"/> Printing	<input type="checkbox"/> Construction (Specify Below)	<input type="checkbox"/> Rentals (Specify)	<b>Electrical</b>		<input type="checkbox"/> Masonry	<input type="checkbox"/> Repairs (Specify)	<input type="checkbox"/> Mechanical/HVAC	_____	<input type="checkbox"/> Painting	<input type="checkbox"/> Services (Specify)	<input type="checkbox"/> Plumbing	_____	<input type="checkbox"/> Roofing	<input type="checkbox"/> Supplies (Specify)	<input type="checkbox"/> Other (Specify)	_____	<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles/Trucks	<input type="checkbox"/> Furniture	_____	<input type="checkbox"/> Other (Specify)	_____
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<input type="checkbox"/> Plumbing	_____																												
<input type="checkbox"/> Roofing	<input type="checkbox"/> Supplies (Specify)																												
<input type="checkbox"/> Other (Specify)	_____																												
<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications																												
<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles/Trucks																												
<input type="checkbox"/> Furniture	_____																												
<input type="checkbox"/> Other (Specify)	_____																												

<b>IDENTIFICATION AND CERTIFICATION:</b>	<b>An Executed Form W9 Must Be Attached.</b>
In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information.	
_____	
For individuals, enter social security number (SSN):	_____
For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	_____
For partnerships, corporations, or others, enter FEIN:	_____
For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	_____
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	_____

I certify that all information provided herein is correct.

_____	_____	_____
<b>Authorized Signatory</b>	<b>Print Names &amp; Title</b>	<b>Date Completed</b>

<p><b>FOR OFFICE USE ONLY:</b> Reason for Request (Check any that apply)</p> <p><input type="checkbox"/> Sole source for purchase</p> <p><input type="checkbox"/> Successful Bidder on Competitive Bid</p> <p><input type="checkbox"/> Other (Give Explanation)</p> <p>_____</p> <p>_____</p>	<p><b>FINANCE OFFICE ONLY:</b></p> <p>_____</p> <p>Approval Signature: _____ Date: _____</p> <p>Vendor Added By: _____ Number: _____ Date: _____</p>
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**ATTACHMENT E**

**STATEMENT OF ACCEPTANCE**

I, the undersigned, have read the Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

\_\_\_\_\_  
Proposal Preparer (please print)

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

\_\_\_\_\_  
Proposal Preparer (signature)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
**Email Address**

## OFFEROR'S CHECKLIST

*AVOID COMMON MISTAKES!*

(Review this checklist prior to submitting your offer)

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

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

### **SUBMIT WITH BID:**

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Amendments (if any)**
- ✓ **Bid Schedule/Business Proposal**
- ✓ **Attachments A-E**