

	<b>The School District of Newberry County</b>  <b>Request for Proposals</b>	Solicitation #	<b>2022-012</b>
		Date Issued	<b>April 4, 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	Athletic Field Maintenance
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*The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"*

SUBMIT OFFER BY	<b>May 2, 2022 @ 2:00 PM</b>
QUESTIONS MUST BE RECEIVED BY	<b>April 19, 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 9, 2022 no later than 4:30 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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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **sixty (60) calendar days** after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFERORS TYPE OF ENTITY: (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:	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, 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.  See "Amendments to Solicitation" Provision						
	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

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**
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  - A. **General Instructions**
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### I. SCOPE OF SOLICITATION

The School District of Newberry County is soliciting proposals from qualified and experienced firms to provide athletic field maintenance services for athletic fields located throughout the District complying with the enclosed description and/or specifications and conditions.

**MAXIMUM CONTRACT PERIOD -- ESTIMATED:** May 9, 2022 – May 8, 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 8, 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 School District of Newberry County 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 government official authorized to bind the government 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.

**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.

**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.**

**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 products/services to the District in the past or within the past three years should complete a new vendor application and W-9 form. Submit both forms with your offer.

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

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

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

**PREPARATION OF PROPOSAL:** Preparation of Proposal: (a) All Offers should be complete and carefully worded and should convey all 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 Request for Proposal. Emphasis should be on completeness and clarity of content. (c) If your Offer includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the Request for Proposal's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**PROTEST – CPO – ADDRESS:** Any protest must be addressed to the Procurement Office, 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 OF WORK:** The School District of Newberry County is seeking to establish a contract with a qualified and experienced vendor to provide professional athletic turf maintenance services throughout the District.

Due care and diligence have been used in the preparation of this solicitation and the information contained herein is believed to be substantially correct, however, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely upon the proposer.

The District reserves the right to add or delete similar items/services in the contract documents as requirements change during the course of the contract.

The turf maintenance services shall include, but is not limited to the following:

- Fertilization
- Pre and Post emergent weed control
- Disease control (as needed)
- Infield preparations on softball and baseball fields
- Top dressing
- Verticutting
- Deep tine core aeration
- Cutting and mowing

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

**Standard of Performance:** Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and

competence in the performance of the services described herein. All services required of Contractor(s) must be performed to the satisfaction and approval of the Director of Facilities Maintenance (DFM) or designee.

**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.

**Contractor Employee Policy:**

1. The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee is working, there shall be a designated supervisor on site directing his/her work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. The Contractor shall have all their employees wear a distinctive uniform provided by the contractor containing the firm's name at all times while on District property.
4. **BACKGROUND CHECKS** - The contractor and all representatives of the contractor must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors who will perform work on this contract. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to request a copy of SLED checks on any representatives of the contractor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. The successful contractor shall provide background reports to the district.
5. The contractor shall not allow any employees with a criminal record to enter onto or work on district property without written permission of the District.
6. The contractor shall provide the names of all employees working on District property.
7. All employees of the contractor shall comply with the District's smoke-free regulations. The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.
8. The use or possession of alcoholic beverages or non-prescribed drugs will not be permitted on District premises. Contractor's employees who report for work showing evidence of any impaired condition will not be permitted to remain on the premises of the District.
9. No knives, firearms or other weapons are allowed on District property.
10. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing within 24 hours to the DFM 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 DFM shall determine if the contractor is at fault.
11. Employees, through their supervisor, will be expected to honor reasonable requests from the DFM or in preparation of special events or activities.
12. Employees shall not engage in idle or unnecessary conversation with District employees, other employees of the contractor, students, or visitors to the building and/or campus.
13. Employees shall not remove any article or material from the premises, regardless of its value. This includes the contents of trash containers and items on or around the premises. Items deemed as trash are to be placed in dumpsters or trash cans designated for that purpose.

14. Employees shall abide by all rules, regulations, and board policies while conducting business on District property.
15. The contractor's supervisor(s) must possess the ability to communicate professionally and effectively, both orally and written, with the school staff and other employees. The supervisor shall make contact on a regular basis with the DFM to ensure adequate communication concerning the contract. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
16. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in the solicitation.
17. The district reserves the right to request that any employee of the contractor who fails to abide by the District's rules, regulations, expectations, and board policies to be removed from the job and replaced, upon written request of the DFM to the contractor.
18. The contractor shall have the equipment, labor, and knowledge to perform the following work:
  - a) Deep tine aeration
  - b) Deep slicing aerification
  - c) Verticutting
  - d) Sweeping
  - e) Top dressing and heavy top dressing
  - f) Slit drainage installation
  - g) Sprigging/ laying sod
  - h) Field preparation for installing sprigs and sod
  - i) Fertilization
  - j) Weed and pest control
  - k) Fungicide control
  - l) Fraze mowing
  - m) Base anchor installations
  - n) Mowing of Athletic Field Turf

**SPECIAL BID REQUIREMENTS:**

1. The contractor shall be licensed by the State of South Carolina to apply all chemicals used in conjunction with this solicitation. The contractor shall maintain records of all chemical applications and comply with all local, state, and federal laws relating to chemical applications.
2. The successful contractor shall have an adequate workforce of skilled work persons and supply all equipment, materials and supplies necessary to comply with the specifications of the contract. This includes, but not limited to, all fertilizers, herbicides, and pesticides.
3. All employees shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval, in the field, of the Director of Facilities Maintenance (DFM).
4. The Contractor shall provide service invoices for each location at the time of service. The service invoice will provide detailed information of the services performed. Service invoices shall be provided to the Director of Facilities Maintenance at the end of each month.
5. Submitted prices shall be all inclusive. The District will not honor any hidden costs that may be invoiced at a later date related to items in this solicitation.
6. The contractor shall maintain on file, all Safety Data Sheets (SDS) for all chemicals used on district property. When requested, the contractor will provide copies to the DFM.
7. All chemicals used on district property shall be approved by the manufacturer for use on school grounds.
8. All equipment used on this project shall meet OSHA standard for safety and all other local, state, and federal laws and/or regulations that may pertain to this solicitation.
9. All noise reduction devices, as designed by the original equipment manufacturer, shall be maintained in good working order on all equipment to minimize noise during school hours.
10. Contractor's equipment shall not be stored, housed or left unattended on district property.

11. The Contractor shall be responsible for providing training for all of their employees regarding the proper handling of equipment and the application of chemical substances. Damages resulting from the improper use of equipment, application or use of chemical substances will be the responsibility of the contractor. Additionally, the Contractor is responsible for providing for all training and certification for his/her employees as required by AHERA, DHEC, OSHA, EPA regulations, and local, state, and federal requirements.
12. All licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the contractor.
13. 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 DFM. Upon termination of the contract the contractor shall return all keys to the DFM before final payment is made.
14. The Contractor shall maintain an email account, landline, and cellular telephone service that shall be local or toll free to the school district.
15. The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of their employees while they are on the premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within 30 days after a claim is submitted. Examples include damages to structures, fencing, wind screens, irrigation control valves, and irrigation heads.
16. The Contractor shall notify the DFM as soon as possible of any damage or loss, particularly to automobile glass, building windows and storefronts.
17. For damages to district windows and glass doors, the DFM will have the repairs made and the contractor will reimburse the district for the repairs. For damages to automobiles and automotive windows and windshield, the contractor shall deal directly with the owner of the vehicle.
18. The District reserves the right to negotiate a fair and reasonable cost with the successful contractor for turf work not covered under this solicitation. Turf work shall not exceed five thousand dollars (\$5,000) per project.
19. 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 limited to minimum wage, labor, and equal employment opportunity laws.
20. Contractor shall be observant of potential safety issues and shall communicate in writing all such details to the DFM.
21. Damage to athletic turf caused by vandalism or inclement weather, etc. shall be reported in writing to the DFM. Depending on the extent of the damage, the contractor may be asked to perform repairs. A fair and reasonable cost will be negotiated with the successful contractor for such repairs. When possible, unit prices listed in the bid schedule will be used to determine the cost. However, the district reserves the right to seek competition when doing so is in the best interest of the District.
22. Contractors vehicles shall have signage that is clearly visible and legible identifying the name of the business.
23. Missed service as a result of inclement weather shall be made up within two (2) days of the missed service. The contractor shall maintain the integrity of the schedule to ensure that all fields are serviced in a timely fashion.
24. When service is missed and not made up during the service cycle at any site for any reason, the cost of the service will be deducted from the monthly invoice. Service cost will be calculated by using the annual cost by site/location and dividing by the number of annual services.

## **SPECIFICATIONS:**

### **Athletic Field Maintenance**

1. Contractor shall use reel type mowers or rotary mower equivalents and shall mow all athletic field turf as specified in the "Special Maintenance Requirements" as listed for each calendar month. The contractor shall use "in-house" personnel for athletic field mowing activities. Sub-contracted mowing services will be prohibited.

Athletic field turf shall be mowed to a height of 1 inch on all athletic fields. Adjustments to the mowing height must be approved by the Director of Facilities Maintenance prior to the implementation. Athletic turf mowing shall be limited to the defining structures (running track, fencing, bleachers, etc.) surrounding the playing surface turf at each field venue. The contractor shall be responsible for any trimming or edging associated with the defining structure of each athletic venue. Natural turfgrass located within fenced bull pen and batting cage areas shall be the responsibility of the contractor to maintain through the term of the contract.

Athletic turf mowing activities are preferred to take place no sooner than two days prior to a scheduled athletic event or outdoor school function (graduation ceremonies, concert, etc.). A schedule of all athletic field and stadium activities shall be provided to the contractor by the Director of Facilities. Additional athletic turf mowing may be required for special events and activities throughout the year. Notification of additional mowing activities shall be delivered by the Director of Facilities Maintenance and shall take place no sooner than 7 days prior to the special event. Additional athletic turf mowing shall be billed in addition to the contracted amount and listed on a separate line item when invoiced.

2. Contractor shall be responsible for all equipment, labor, materials and supplies necessary to comply with the specifications of this contract. This includes but not limited to all aeration, top dressing, herbicide applications (pre and post emerge), insecticide applications (fire ant control), fertilizations, and sowing of Perennial Ryegrass on baseball fields, softball fields, and football fields as noted by the Director of Facilities Maintenance. All materials associated with the Implementation of the contract shall be furnished by contractor.
  - a. Aeration of athletic fields shall be required once per year (June) prior to top dressing activities as noted in the "Special Maintenance Requirements". Aeration activities will be a combination of core tine aeration and verticutting. Residual cores remaining on the field surface shall be cleaned up prior to top dressing. The contractor shall be responsible for locating and marking all irrigation components and other utility boxes located in the athletic field prior to aeration activities.
  - b. Top dressing materials shall consist of a medium coarse sand and applied evenly at a rate of 27 tons/ acre. Top dressing activities shall occur during the month of June, as noted in the "Special Maintenance Requirement".
  - c. Over seeding materials shall consist of a certified Perennial Ryegrass seed and applied at a rate of 500 lbs./acre. The use of a Ryegrass seed blend (annual and perennial) or Annual Ryegrass seed for over seeding activities shall not be utilized unless directed and approved by the Director of Facilities Maintenance. Over seeding activities shall take place during the month of October, as noted in the "Special Maintenance Requirements".
  - d. Application of a Fire Ant control insecticide shall consist of a granular applied product containing the active ingredient Fipronil (0.0143%), and applied at the rate recommended on the product label. Fire Ant control insecticide not containing the active ingredient, Fipronil, shall not be applied unless approved by the Director of Facilities. Application of the Fire Ant control shall take place during the month of May, as noted in the "Special Maintenance Requirements".
  - e. Athletic field fertilizations shall occur as noted in the "Special Maintenance Requirements". Fertilization analysis rates shall be determined by the application month and current soil conditions of each field as determined by the soil test results.
3. Contractor shall keep record of all chemical applications and comply with all local, state, and federal laws relating to chemical applications. When required, the Contractor shall place signs in areas where

chemicals or fertilizer applications have been made to warn students, staff, and the general public of any potential harm that may occur from the applications.

4. The applicator shall control operations in such a manner so as not to expose students, staff, or others to risk of accidental exposure.
5. Contractor shall provide maintenance activities for the baseball and softball fields to include pre-season infield preparations and laser grading. Infield pre-season preparations shall occur during the months of December and January, as noted in the "Special Maintenance Requirements".
  - a. Infield pre-season preparation shall include line out and edging of all grass lines, dragging and rolling of the infield skin, surface preparations of the home plate and pitchers mound, and an application of 1000 lbs./ field of infield conditioner.
  - b. Laser grading of the infields shall take place every other year, scheduled on a rotation between the softball and baseball field (ex. Year 1 - baseball, Year 2 – softball). Laser grading activities includes identifying and marking low areas on the infield, application of an infield clay mix (20 tons), tilling of the existing skin surface to a depth of 2 inches, laser leveling of the infield surface, and all activities associated with pre-season infield preparations.

### **Special Maintenance Requirements - Newberry County School District (20.5 acres)**

#### **January**

- a) Soil Test on all fields
- b) Mowing and blowing of over seeded fields weekly at 1-inch cut
- c) Infield pre-season prep./ Laser grading

#### **February**

- a) Fertilize Application on over seeded fields
- b) Mowing and blowing of over seeded fields weekly at 1-inch cut

#### **March**

- a) Blanket pre-emerge application all fields
- b) Mowing and blowing of over seeded fields weekly at 1-inch cut

#### **April**

- a) Fertilize Application all fields
- b) Mowing and blowing of all fields weekly at 1-inch cut

#### **May**

- a) Fipronil Application all fields
- b) Mowing and blowing of all fields weekly at 1-inch cut
- c) Mowing and blowing of football stadium twice a week at 1-inch cut

#### **June**

- a) Herbicide treatment all fields

#### **July**

- a) Growth Regulator application on all fields
- b) Mowing and blowing of practice, baseball, and softball weekly at 1-inch cut
- c) Mowing and blowing of football stadium twice a week at 1-inch cut

## **August**

- a) Fertilize Application Football Stadiums
- b) Growth Regulator Application on all fields
- c) Mowing and blowing of practice, baseball, and softball weekly at 1-inch cut
- d) Mowing and blowing of football stadium twice a week at 1-inch cut

## **September**

- a) Blanket pre-emerge application on all fields
- b) Mowing and blowing of practice, baseball, and softball weekly at 1 inch cut
- c) Mowing and blowing of football stadium twice a week at 1-inch cut

## **October**

- a) Perennial Rye Grass Application (500 lbs./ acre)
- b) Fertilize Application on over seeded fields
- c) Mowing and blowing of practice, baseball, and softball weekly at 1-inch cut
- d) Mowing and blowing of football stadium twice a week at 1-inch cut

## **November**

- a) Mowing and blowing of all fields weekly at 1 inch cut

## **December**

- a) Mowing and blowing of all fields weekly at 1-inch cut
- b) Infield pre-season prep./ Laser grading

## **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. Responses may include cross-references to material elsewhere in the bid or to appendices.

### **1. TECHNICAL INFORMATION:**

- 1. 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.
- 2. Table of Contents:** A Table of Contents of the material contained in the bid should follow the Cover Letter.
- 3. Company Profile:**
  - a) State whether your firm is local, regional, or national.
  - b) Provide the location of the office from which the work is to be performed and the number of partners, managers, supervisors, and other employees employed at that office. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means for contact for the representative.



**4. Technical Response:** Offeror shall provide their response to the information requested below in the order listed within each category. Offerors are cautioned to respond to each request or their bid may be determined to be non-responsive. When responding to the requests, do not simply refer to an attached document; insert any reference information at the specific location where the answer is to be provided. Offerors may attach supplemental materials to enhance understanding, but bid responses will be evaluated primarily on the specific written responses by category below. If you believe an information request does not apply, please mark the request as not applicable and state why it is not applicable.

**a) Background and Organizational Information Schedules**

- 1) Briefly furnish your organization's history, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees retained on a year-round basis, days/hours of operation and other pertinent data.
- 2) Provide the organizational structure of your firm. Include individuals who are employed in your firm, their duties and relevant work experience. Provide copies of all applicable licenses, accreditations, training documents, and certifications.
- 3) Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organization's ability to perform contractually.
- 4) Describe how your organization is properly licensed, bonded, and/or insured. Confirm that you will notify the District at least thirty (30) days in advance of any material changes to this coverage.
- 5) Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state, or local public agency.

**b) Qualifications and Experience**

- 1) Submit a list of all key personnel who will be assigned to this project. Include their responsibilities, resumes or experience summaries, certifications, qualifications, and licensing information.
- 2) Submit a complete list of equipment owned by your firm at this time to be used should your firm be awarded a contract. The list shall specifically indicate quantity, size, age, manufacturer, model number and description of all equipment.
- 3) Submit a list of chemicals to be used in the contract.
- 4) Include the number of years the firm has provided athletic turf maintenance services.
- 5) Provide a list of athletic turf maintenance contracts currently held by your firm and a list of athletic turf maintenance contracts held in the last five years. Include the name of facility, a brief description of the work, contract cost, and owner information. Include any letters of recommendation.
- 6) Provide the firm's most recent financial statement to include the name, address, and phone number of the preparer.
- 7) Provide copies of all appropriate certifications, licenses and permits.
- 8) Include any additional information that will allow the evaluation team to clearly identify that the proposed project team is equipped to perform the work called for in this solicitation. Convey the information in a concise and straightforward manner so that the evaluation team is able to focus on credentials and achievements that demonstrate the firm's ability to undertake this project.

**c) Project Plan**

- 1) Provide a work plan to accomplish the tasks delineated in this RFP. The work plan should include time estimates to complete tasks for each campus and the number of employees that will be performing the work.
- 2) Provide clear details about your firm's approach to maintenance schedules, make-up schedules due to inclement weather.
- 3) Provide a plan for responding to emergency requests and preparing for special events or activities.
- 4) Provide a detailed plan for reporting when services are performed, weekly, monthly, and quarterly, etc.

**d) References**

- 1) Provide a list (school districts preferred) for which services substantially similar to those sought with this solicitation have been provided at any time during the past five years. The list must contain a contact name along with the contact's telephone number, physical, and email address.

**e) Additional Data**

- 1) Provide additional information considered essential to the proposal which has not been specifically requested.
- 2) Describe any additional benefits the District will realize through a contract with your firm.

**2. PRICE/BUSINESS PROPOSAL:**

Offeror's annual itemized price to provide the services as outlined in this solicitation. The price should also be clearly stated for any subsequent year's annual price increase. 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 Information.**

**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 to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

**V. QUALIFICATIONS**

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

**QUALIFICATIONS – REQUIRED INFORMATION:** Submit the following information or documentation for your firm. 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) List of failed projects, suspensions, debarments, and significant litigation. If no such items exist, the offeror shall state that the firm has no failed projects, suspensions, debarments, and significant litigation.
- d) Copy of herbicide/pesticide license.
- e) Copy of current Sports Field Manager Certification

**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:** Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] 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:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the offeror will be reviewed. The submission of a bid for review does not necessarily qualify the offeror or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded. Proposals will be evaluated by a review committee using the following criteria:

1. Price – Total annual itemized price to provide the services as outlined in this solicitation for five years.
2. Qualifications & Experience - Demonstration that Offeror currently has the capability, qualifications and experience to perform the requested services.
3. Project approach-Offeror’s technical approach to the project

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

**PRICE:** After completion of evaluations by the committee, price points shall be added to the technical scores of each offeror. The proposal with the overall lowest price for five (5) years 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.

**UNIT PRICE GOVERNS:** In determining award, unit prices will govern over extended prices unless otherwise stated.

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

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

(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 FOR GOODS AND SERVICES:** Payment for goods and services received by the District shall be processed in accordance with the District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment.

**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.

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

**TERMINATION 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.

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

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

**CONTRACT LIMITATIONS:** No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be pursuant to this contract after expiration of this contract.

Violation of this provision may result in termination of this contract and may subject the contractor to suspension or debarment.

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL**

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

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

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

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

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

(c) 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.

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

**DEFAULT:** 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.

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

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

**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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee 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.

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

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

**RECORD RETENTION AND RIGHT TO AUDIT:** The District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

**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 – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is five (5) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW:** At the end of the initial term, and at the end of each renewal term, the District reserves the right to extend the contract for a period up to four (4) additional one (1) year period(s) upon mutual agreement of the District and the Offeror.

**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. BIDDING SCHEDULE**

**LOT 1**

**BID SCHEDULE  
PROJECT: ATHLETIC FIELD MAINTENANCE**

Provide all labor and material, equipment and supplies for turf maintenance service as specified at the following locations:

<b>ITEM #</b>	<b>CAMPUS LOCATION</b>	<b>OFFEROR'S CONTRACT RATE PER CUT – ALL REQUIRED MAINTENANCE &amp; MOWING</b>	<b>OFFEROR'S CONTRACT RATE PER YEAR – ALL REQUIRED MAINTENANCE &amp; MOWING</b>
1	Newberry High School Mike Ware Field (Including practice fields)	\$	\$
2	Newberry High School Baseball Facility	\$	\$
3	Newberry High School Softball Facility	\$	\$
4	Mid-Carolina High School Lon Armstrong Field	\$	\$
5	Mid-Carolina High School Baseball Facility	\$	\$
6	Mid-Carolina High School Softball Facility	\$	\$
7	Mid-Carolina High School Track and Field Facility	\$	\$
8	Whitmire Community School Legends Stadium Facility	\$	\$
	<b>Total Cost for all locations – Year 1</b>		<b>\$</b>
	<b>Total Cost for all locations – Year 2</b>		<b>\$</b>
	<b>Total Cost for all locations – Year 3</b>		<b>\$</b>
	<b>Total Cost for all locations – Year 4</b>		<b>\$</b>
	<b>Total cost for all locations – Year 5</b>		<b>\$</b>
	<b>GRAND TOTAL FOR FIVE (5) YEARS</b>		<b>\$</b>

**Signature of Authorized Official:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**BID SCHEDULE / UNIT PRICING  
PROJECT: ATHLETIC FIELD MAINTENANCE**

**UNIT COST FOR ADDITIONAL MATERIALS AND LABOR**

1. Deep tine core aeration (the cost to remove core plugs from the field must be included)	\$ _____ /acre
2. Deep slicing aerification	\$ _____ /acre
3. Verticutting/sweeping	\$ _____ /acre
4. Sand irrigation slit drainage application with (Turface or approved alternate) soil conditioner installation	\$ _____ /acre
5. Fraze mowing including debris removal and disposal	\$ _____ /acre
6. Top dressing material cost per ton washed concrete sand	\$ _____ /ton
7. Top dressing material 85% GC 35 Sand – 15% Peat including delivery	\$ _____ /ton
8. Labor cost per ton of top dressing material installed	\$ _____ /ton
9. Heavy top dressing and laser leveling, labor cost per ton of material installed	\$ _____ /ton
10. Provide a per ton cost for additional screened sand/clay mix including delivery.	\$ _____ /ton
11. Per ton cost for top dressing material GC 35 sand including delivery	\$ _____ /ton
12. Per ton cost for top dressing material 85% GC 35 sand 15% peat, including delivery	\$ _____ /ton
13. Field repair and sod installation per square foot using Certified Tifway 419 Bermuda grass including soil preparation	\$ _____ /sq ft.
14. Blanket fungicide treatment (general fungicide for Brown Patch control in Bermuda grass or rye grass)	\$ _____ /acre
15. Blanket insect control treatment for armyworms	\$ _____ /acre
16. Dolomitic limestone application per ton, including labor equipment and delivery	\$ _____ /acre
17. Plant Growth Regulator Applications Primo or approved alternate at 16 oz. per acre rate including labor, equipment and materials	\$ _____ /acre
18. Per ton cost for calcined clay soil conditioner in 50 lb. bags including delivery	\$ _____ /ton
19. Sprigging with Certified Bermuda sprigs at a rate of 800 bushels per acre. Include, labor, material, equipment, and supplies. Include labor, materials and supplies for 10 week grow-in	\$ _____ /acre

**Signature of Authorized Official:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

- A. Minority Participation Affidavit
- B. Field Locations / Site Visit Log
- C. References
- D. Statement of Acceptance
- E. New Vendor Application
- F. W-9

**ATTACHMENT A**

**MINORITY PARTICIPATION AFFIDAVIT**

**PROJECT: ATHLETIC FIELD MAINTENANCE**

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>



**ATTACHMENT B**

**FIELD LOCATIONS / SITE VISIT LOG**

**PROJECT: ATHLETIC FIELD MAINTENANCE**

A site inspection is highly recommended for each site identified above, 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 condition affecting their performance and price.

<b>Field Location</b>	<b>Person Attending</b>	<b>Date of Visit</b>
Newberry High School Mike Ware Field 3113 Main Street, Newberry, SC 29108		
Newberry High School Baseball Facility 3113 Main Street, Newberry, SC 29108		
Newberry High School Softball Facility 3113 Main Street, Newberry, SC 29108		
Mid-Carolina High School Lon Armstrong Field 377 Cy Schumpert Road, Prosperity, SC 29127		
Mid-Carolina High School Baseball Facility 377 Cy Schumpert Road, Prosperity, SC 29127		
Mid-Carolina High School Softball Facility 377 Cy Schumpert Road, Prosperity, SC 29127		
Mid-Carolina High School Track and Field Facility 377 Cy Schumpert Road, Prosperity, SC 29127		
Whitmire Community School Legends Stadium Facility Hwy 121/176 Union Street, Whitmire, SC 29178		

**Signature of Authorized Official:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**ATTACHMENT C**

**REFERENCE FORM**

**PROJECT: ATHLETIC FIELD MAINTENANCE**

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

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

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of service provided: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of service provided: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of service provided: \_\_\_\_\_

**ATTACHMENT D**

**STATEMENT OF ACCEPTANCE**

**PROJECT: ATHLETIC FIELD MAINTENANCE**

I, the undersigned, have read 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



**NEW VENDOR APPLICATION FORM**

**ATTACHMENT E**

**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> _____ _____ _____
<b>PHONE:</b> _____ <b>FAX:</b> _____	<b>PHONE:</b> _____ <b>FAX:</b> _____

**INFORMATION ABOUT TYPE OF BUSINESS:**

**TYPE:**       Individual                       Corporation (Inc.)  
*(CHECK ALL THAT APPLY)*    Partnership (not Inc.)       Partnership (LLP)  
 Small Business                       Manufacturer  
 Construction (not Inc.)       Construction (Inc.)  
 Medical Services                       Governmental  
 Attorney                                       Distributor/Dealer  
 Service Provider                       Wholesaler/Retailer  
 Sales & Service                       Sales (only)  
 Research & Dev.                       Other

Are you subject to IRS 1099 reporting for income tax purposes?  
 Yes                       No                       I don't know

**STATUS:**       Minority Owned\*                       Woman Owned\*

\*Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

**INFORMATION ABOUT PRODUCTS/SERVICES:**  
*Find "best fit" category/ies. Check all that apply.*

<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)
Electrical	_____
<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)	
_____	_____

**IDENTIFICATION AND CERTIFICATION:**                      *An Executed Form W9 Must Be Attached.*

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>
-----------------------------	--------------------------------	-----------------------

**FOR OFFICE USE ONLY:** Reason for Request *(Check any that apply)*

Sole source for purchase

Successful Bidder on Competitive Bid

Other (Give Explanation)

\_\_\_\_\_

\_\_\_\_\_

**FINANCE OFFICE ONLY:**

\_\_\_\_\_

*Approval Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

\_\_\_\_\_

*Vendor Added By:* \_\_\_\_\_ *Number:* \_\_\_\_\_ *Date:* \_\_\_\_\_

**ATTACHMENT F**

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
<b>or</b>								
<b>Employer identification number</b>								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## 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**
- ✓ **Bidding Schedule, Section VII**
- ✓ **Attachments A - F**