

November 9, 2018

**VIA ELECTRONIC AND FIRST CLASS U.S. MAIL**

Anthony Barnett  
Complete Turf, LLC  
5904 Hwy 413  
Iva, SC 29655  
[completeturfllc@gmail.com](mailto:completeturfllc@gmail.com)

Dear Mr. Barnett:

I am writing to follow up on our meeting of November 7, 2018, during which we discussed the protest you filed on November 1, 2018, regarding the District's Notice of Intent to Award in reference to Request for Proposal 18-19-001, Grounds Maintenance (hereinafter "RFP"). This letter will serve as my official decision on your protest in accordance with Article 6 "Legal and Contractual Remedies" of the Abbeville County School District Procurement Code, adopted by the Board of Trustees on April 24, 2985, and most recently amended on July 23, 3013. A copy of the District's Procurement Code may be found on the District's Website in the Board Policy Manual, Section D, Administrative Rule DJ-R.

In your letter of protest and during our meeting, you stated your protest centers around the fact that the amount you proposed in response to the RFP was significantly lower than the amount proposed by the successful vendor, McAlister's Landscaping (hereinafter "McAlister's"). Initially, you are correct that your overall price of \$157, 750 to maintain the District's facilities and athletic fields for the period from November 1, 2018, through June 30, 2020 is lower than McAlister's overall price of \$262, 720. However, as explained below, the decision to award the RFP to McAlister's was based not solely on price, but on a determination that the specific information set forth in the proposal submitted by McAlister's best served the interests of the District and fully met the District's needs when price, service, safety, quality and dependability are considered. See RFP 18-19-001, page 3, number 5; Procurement Code, Section 2-103(1).

In the proposal, you submitted on October 3, 2018, you did not specify the services that Complete Turf would perform at each of the District's facilities, instead merely stating an overall price for each facility. McAlister included specifics for each facility, such as the number of days between mowings, pinestraw/mulching schedules, and fire ant/pesticide treatment. Unlike Complete Turf, McAlister also

included the specific number of mowers his company would use to maintain the District's grounds, while your proposal merely stated "multiple mowers."

Further, when your proposal was evaluated by the ranking committee, there was a question about the accuracy of your pricing. For example, you quoted a price of \$8,750 to maintain Westwood Middle School, which sits on 54 acres, while quoting that same price for Dixie High School, which sits on 23.07 acres. Also considered by the ranking committee was the fact that Complete Turf has significantly less experience than McAlister's, particularly in maintaining school athletic fields. When the committee contacted Anderson School District Three, where you have provided grounds maintenance services, it was reported that you had only cut their high school athletic field on one occasion, and that was only a cutting due to their own equipment being broken. Another of your references reported that you had done a good job for them and that you were willing to work on Sundays to complete work that you had not finished during the week, also raised a question about your ability to timely meet the grounds maintenance needs of the Abbeville County School District, given that we are a significantly larger district with two high schools.

Finally, in your protest and during our meeting, you stated that Mr. Reepe made statements to you during the pre-bid conference that you took into consideration in submitting your proposal, including the amount that it was costing the District to handle its own ground maintenance and what the District was looking for in a proposal. However, as we discussed and you agreed, your proposal was ranked using the criteria set forth on the RFP and the committee did not take into consideration any conversations outside of the written document. You also questioned whether the Board was aware of the cost differential between your proposal and that of McAlister's and I assured you that the Board had all of that information when it voted on the RFP at its meeting on October 23, 2018. You were provided with a copy of the Board document prior to and during our meeting. The Board of Trustees, having this information in hand prior to the meeting, voted unanimously in favor of McAlister's.

Based on the above, it is my decision that the Intent to Award posted on October 23, 2018 should stand and that your protest should be denied. As set forth in the District's Procurement Code, Article 6, Part C, you may request a review of my decision by the Abbeville County School District Board of Trustees, provided you make such request in writing and no later than ten (10) calendar days following your receipt of my decision. In your request for review, which should be addressed to me, you may ask that you be granted the opportunity to appear before the Board. Please note, however, that the Board may review my decision and make its decision without granting you that opportunity. If the Board determines to hear from you, you will be notified in writing of the date and time. Otherwise, the Board

will review my decision at its next regularly-scheduled meeting following the receipt of your request for review and advise you of its decision in accordance with Section 6-3-2(2) of the Procurement Code.

Please note that, if you do not request a review of my decision within the ten day period (4:00 Monday, November 19), my decision will be final and you will waive any further rights to appeal under the District's Procurement Code and South Carolina law. You would be welcome to submit proposals/bids, as posted, for future services with the District.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Betty Jo Hall, Ed.D.

C: Mike Reepe