

	REQUEST FOR PROPOSALS	Solicitation Number	25-001
		Date Issued	January 27, 2025
		District Contact	Chris Ledbetter
		Phone	803-275-1791
		E-Mail Address	celedbetter@edgefieldcountyschools.org
SUBMIT OFFER BY		February 12, 2025, 2:00 PM	
QUESTIONS MUST BE RECEIVED BY		February 7, 2025, 11:00 AM	
NUMBER OF COPIES TO BE SUBMITTED		5	
DESCRIPTION	Athletic Field Maintenance @ Strom Thurmond High School & JET Middle School		

The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"

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

SUBMIT YOUR SEALED OFFER THE FOLLOWING ADDRESS:
PHYSICAL ADDRESS: Edgefield County School District Fiscal Office 425 Lee Street Johnston, South Carolina 29832

CONFERENCE TYPE: Mandatory Pre-Bid Meeting DATE & TIME: Tuesday, February 4 th @ 1:00 pm		LOCATION: Strom Thurmond High School 1131 Columbia Road – Johnston, SC 29832 JET Middle School 1095 Columbia Road – Johnston, SC 29832	
AWARD & AMENDMENTS	Amendments will be posted on the district website. It is the bidder's responsibility to check for amendments.		
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 forty-five (45) calendar days after the Opening Date.			
NAME OF OFFEROR:		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 _____	
AUTHORIZED SIGNATURE:			
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. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	PAYMENT ADDRESS (Address to which payments will be sent.)	
	Phone	
	Fax	
	E-Mail	

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):	

Return Pages One, Two & Twelve with Your Offer

Scope of Solicitation

Edgefield County School District is soliciting bids for athletic field maintenance at Strom Thurmond High School and JET Middle School. Strom Thurmond High School fields will include the football field, baseball field, softball field and track field. JET Middle School will include the football field.

- All fields will need to be reel mowed as needed with a minimum of 4 times a week.
- All fence lines will need to be weedeated as needed with a minimum of 1 time a week.
- All fields will need to be vacuumed as needed with a minimum of 1 time a week.
- All fields are to be cleaned of trash/debris before mowing.
- All fields will need full irrigation system testing as needed with a minimum of 1 time a week.
- All fields will need irrigation repairs as needed (parts and labor will be an additional charge with required approval from the Facilities Director).
- Track, long jump sand pits, baseball halo, concrete areas, etc. to be blown off at each mow.
- Game day and special event support will need to be provided as needed.
- Coordinating with athletic directors, coaches, and other faculty will be required for events and games to include irrigation systems.

Maximum Contract Period

Type of Contract: A bottom line fixed price for supplies/services contract will be awarded.

This will be a one-year contract (**From Award Date**) with the option to renew for up to four (4) additional one-year periods if all parties agree.

Instructions to Offerors

Definitions

Except as otherwise provided herein the following definitions are applicable to all parts of the solicitation.

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

Board means Edgefield County School District Board of Trustees.

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.

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 Edgefield 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 terms “Bidder” and “proposer” are used interchangeably with the term “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(s) 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.

You and Your means offeror.

Questions

Questions regarding this bid shall be submitted in writing no later than the deadline stated above. Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the district web page. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be emailed to the district contact no later than the date stated on the first page of the invitation to bid. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation. Questions and Answers posted as an amendment will remain anonymous.

Questions should be submitted to: **Chris Ledbetter**
Subject Line: RFP # 25-001 QUESTIONS
E-mail: celedbetter@edgefieldcountyschools.org

Delivery of Submittals

Furnish five (5) copies of the proposal at the time the proposal is due. All proposals must be in a sealed envelope or box, and have clearly marked on the exterior:

Sealed Proposal
STHS/JET Athletic Field Maintenance
Solicitation #25-001

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile, or any other method. Proposal responses transmitted by fax will not be considered. All proposals must be received no later than **February 12, 2025 02:00 PM**, at which time the names of the proposers will be publicly read aloud and witnessed by five district representatives. No further information will be provided at the opening unless otherwise stated herein. The official time is according to the time shown on the phone of those present in the District Office located at 425 Lee Street, Johnson, South Carolina 29832. Proposals received after this time shall be rejected.

By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation and all other District policies, and that the proposer generally has familiarized itself with the available current public information concerning the District.

Postponements

The proposal opening shall be postponed if the District Office is closed for any of the following reasons: (1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal District operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full District business day after the published date. A District business day starting after a delay is not a full District business day.

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.

Amendments to Solicitation

The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following website for the issuance of amendments: Edgefield.k12.sc.us fiscal services page. Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on page two. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Award Notification

Notice regarding any award or cancellation of award will be posted on the District's website. If the contract resulting from this solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all offerors responding to the solicitation.

Bid/Proposal as Offer to Contract

By submitting your bid or proposal, you are offering to enter into a contract with the district. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; "joint bids" are not allowed unless otherwise stated herein.

Bid Acceptance Period

In order to withdraw your offer after the minimum period specified on the cover page, you must notify Chris Ledbetter 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.

Certification Regarding Debarment and Other Responsibility Matters

By submitting an offer, offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this 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 are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity.

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.

"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).

Offeror shall provide immediate written notice to the district official 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.

If offeror is unable to certify the representations, Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's

responsibility. Failure of the offeror to furnish additional information as requested by the district official may render the offeror nonresponsive.

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.

The certification 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 district official may terminate the contract resulting from this solicitation for default.

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).

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.

Tobacco Free Enviroment

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.

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 8-13720, 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 8-131150, 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.

Illegal Immigration

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the district upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts

with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the subcontractors language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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.

Protests

Any prospective or actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract must submit any protest in accordance with the District's Procurement Code, which requires that a protest be submitted in writing setting forth the grounds for the protest within 14 days after such aggrieved person knows or should have known of the facts giving rise thereto. Procurement Code Section 6-201(1)

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's 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's name, followed by the words "by its Partner," and signed by a general partner. (c) If the offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the offeror is a joint venture, the offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the offer must state that it has been signed by an agent. Upon request, offeror must provide proof of the agent's authorization to bind the principal.

Contents of Offer

Offers should be complete and carefully worded and should convey all of the information requested. Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed nonresponsive and not considered for award.

Offers should include certificate of insurances: Liability and Workers Compensation, if applicable and a W-9 Form.

Offers should provide references for a minimum of three (3) projects that involved similar services.

Selection

Award shall be made to the responsible offeror whose proposal is determined in writing to be most advantageous to the School District taking into consideration the rubric used in the evaluation. The contract file shall contain the basis on which the award is made.

Terms and Conditions

Termination By District

Termination for Non-appropriations:

Any contract formed hereunder is payable from District appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the District shall immediately notify proposer of such occurrence, but the District shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

Termination for Convenience:

Any contract formed hereunder will provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the District, then the District shall negotiate reasonable termination costs strictly necessary for disengagement and winding up the contract, but shall not be liable for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution.

Term of Contract - Option to Renew

At the end of the initial term, and at the end of each renewal term, this contract may be renewed for an additional year if all parties agree, not to exceed a total of four one-year renewals.

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 District notice of its election to terminate under this clause at least one hundred eighty (180) days prior to the expiration of the then current term.

Non-Commitment By Solicitation

This solicitation does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The District reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers, and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the district official.

Payment Terms

The Edgefield County School District adheres to Net 30 day's payment terms.

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.

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, this clause does not prohibit contractor from offering lower pricing after award.

Non-Indemnification

Any term or condition is void to the extent it requires the district to indemnify anyone.

Indemnification – Third Party Claims

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Saluda County School District 1, 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 state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

Ownership of Data & Materials

All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the district.

Privacy – Web Services

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the district. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

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 district official.

Contractor's Liability Insurance

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 effect 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.

(g) 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.

(h) 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's Care

Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

Compliance with Laws

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

Contractor 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.

BID SCHEDULE

Athletic Field Maintenance at Strom Thurmond High School and JET Middle School

TOTAL BID PRICE _____

Date: _____

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number: _____

