



Request for Proposal
Grounds Maintenance
RFP Solicitation Number: OPS 2012-002

DATE POSTED: March 13, 2012

MANDATORY PRE-PROPOSAL CONFERENCE: DATE/TIME: Thursday, March 22, 2012 at 9:00 a.m. Pre-bid Conference will be held at the Newberry County Learning/Student Services Bldg. located at 3321 Main Street - Newberry, S.C. 29108 Site visits will be mandatory. Please plan to be in attendance all day.

RETURN PROPOSALS NO LATER THAN:

CLOSING DATE: April 20, 2012
CLOSING TIME: 2:00 p.m.

MAIL OR HAND DELIVER PROPOSAL TO:

SCHOOL DISTRICT OF NEWBERRY COUNTY
Attn: Jim Suber, Asst. Supt. for Operations & Admin.
1539 Martin Street - P.O. Box 718
Newberry, S.C. 29108

NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFP ARE NOT ACCEPTABLE
THE SCHOOL DISTRICT OF NEWBERRY COUNTY (SDNC) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY
MAILING ADDRESS
(AREA CODE) PHONE NUMBER
CITY STATE ZIP CODE
FACSIMILE NO.
FEDERAL ID OR SOCIAL SECURITY NO.
SC Contractor's License # (if applicable)

EMAIL ADDRESS: SC CERTIFIED MINORITY VENDOR: Yes or No (circle one)

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

- 1. SUBMISSION OF A RESPONSE TO THIS PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
2. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10, ET SEQ. S.C. CODE ANN, (1976). (Applicable to awards in excess of \$50,000.00).
3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310 (A) 2(3).
4. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER.
5. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
6. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SCHOOL DISTRICT OF NEWBERRY COUNTY PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE (PRINT/TYPE)

PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID****

GENERAL PROVISIONS

1. This solicitation does not commit the School District of Newberry County (District) to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. The School District of Newberry County's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Assistant Superintendent for Operations & Administration, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. **At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addendums will be posted at www.newberry.k12.sc.us Any addenda issued by the District shall become a formal part of this RFP OPS 2012-002.**

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The School District of Newberry County shall not be legally bound by any amendment for interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. **Proposal as Offer to Contract:** By submitting your 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 Offerer.
7. **Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
8. **Ambiguous Bids/Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
9. **Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

10. Authorization and Acceptance: The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Request for Proposal (RFP). The proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.

11. Awarding Policy: The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Asst. Supt. for Operations and Administration shall award proposals in accordance with the District's Procurement Code.

The District reserves the right to make an award in total or in part, according to the best interests of the District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

12. Proposal Constitutes Offer: By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

13. Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

14. Bidder's Qualification: No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

15. Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

16. Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.

17. Contractor Responsibility: The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their proposal.

18. Contract Documents: This RFP is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of

such determination is reserved solely by the School District of Newberry County. The District's RFP supersedes any respondent's proposed document(s).

- 19. *Covenant Against Contingent Fees:*** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Newberry County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 20. *Correction of Errors in the Proposal:*** All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
- 21. *District Closings:*** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the School District Office 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 of 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 www.newberry.k12.sc.us
- 22. *District Regulations:*** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, NO WEAPONS, and DRUG-FREE policies. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.
- 23. *Excusable Delay:*** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 24. *Explanation to Prospective Proposers:***
 - a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS: FRIDAY, April 13, 2012 AT 2:00 P.M.** Questions should be submitted in writing to: jsuber@newberry.k12.sc.us Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.

Any response to the respondent's request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

25. Examination of Records:

The School District of Newberry County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

26. 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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

27. Offeror Responsibility: Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or contract.

28. Posting of Award: All Proposers will receive an "Intent to Award" notice from the School District of Newberry County.

29. Proper Invoice: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
- Other substantiating documentation of information as required by the contract.

30. Proposer's Qualifications: Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

- a) Experience – Contractor must have at least three (3) years of experience with commercial contracts in excess of seventy-five thousand dollars (\$75,000.00) per contract.

31. Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements:

- a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work-site, which is not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
- b) The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

33. Rejection/Cancellation: 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 or all informalities or technicalities in order to serve the best interest of the District.

33. Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

34. Subcontracting: The Contractor shall not subcontract any portion of this contract without prior written approval from the school district, which consent shall not be unreasonably withheld, provided, Contractor remains liable for performance of all terms of this contract.

35. Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

PROPOSAL CONTENT: Each Proposer must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:

1. 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.

2. **Previous experience and references:** Bidders shall provide as references, the names of at least three (3) current customers, similar in size and nature to work to be performed under this solicitation. Please provide name and telephone number. A brief description of the services provided shall accompany each reference.

The District reserves the right to consider the level of customer satisfaction in award of the proposal.

The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.

3. **Previous Default:** Have you ever defaulted on a contract or been denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

In submitting a proposal, the Proposer understands that the District will determine at its discretion, or in their best interest, which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

EVALUATION CRITERIA

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

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

1. **Contractor's Management Qualifications:** Management and staff capabilities and expertise, resumes, and experience, and resources.
2. **Proposing Organization References/History:** Proposer's past contract management experience and references of success to projects similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
3. **Capital Equipment and Maintenance:** List all equipment to be used. What program does the Proposer have in place to maintain the equipment?
4. **Program (Contract) Costs:** What are the total annual costs of the program proposed? *(Please submit your pricing on the enclosed Proposal Cost Form.)*

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

POINT EVALUATION VALUES

CRITERION	POINT VALUE
Contractor Management Qualifications	26
References / History	25
Capital Equipment & Maintenance	25
Program Cost	24
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

INSTRUCTIONS TO PROPOSERS:

1. The District requires that one (1) original and four (4) copies of the proposal be submitted to the Assistant Superintendent for Operations & Administration no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District’s policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror’s proposal, or if an Offeror’s proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer’s name and address thereon.

4. All proposals must be in a sealed envelope and have clearly marked on the envelope:

Name of Firm
 Address
 Proposal # OPS 2012-002
 Grounds Maintenance

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be mailed to all proposers.

GENERAL TERMS AND CONDITIONS

1. **Addition of Newly Constructed Facilities:** The specifications and contractor requirements will apply to any new facilities in the District. The cost of providing all of the services specified in this RFP will be negotiated with the Assistant Superintendent for Operations & Administration, but will be proportional to the per acre cost for similar District locations.
2. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations & Administration.
3. **Drug-Free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
4. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by the School District of Newberry County (Title II ADA).

5. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
6. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
7. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).
8. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
9. **Price Adjustments:** Any price increases shall not exceed the previous year's increase in the Consumer's Price Index (CPI), or 5%, whichever is less. Any proposed price increases must be requested and approved in writing by the Assistant Superintendent for Operations & Administration at least one-hundred and twenty (120) calendar days prior to the automatic extension (price increase will only become effective if agreed to in writing by the District). It is understood that if there is a decline in the Consumer Price Index (CPI), the District will receive a reduction in the contract period to begin the following contract year upon the annual date of renewal.

10. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Assistant Superintendent for Operations & Administration within ten (10) days of the date of issuance of the Notice to Award.
11. **Submission of Data:** Each Proposer, upon request, shall submit evidence of liability of insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry County.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed in Special Bid Conditions section of this RFP must be procured by the vendor(s) at their own expense.

12. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.

(a) Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision in this RFP shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

(b) Termination for Non-appropriations:

(a) **Reduction in Scope:** Any contract entered into by the School District of Newberry County shall be subject to cancellation without damages or further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the School District of Newberry County reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.

SCOPE OF WORK:

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

The specifications included herein are to be considered as providing minimum desirable features. Any limitations, deviations, or broader features quoted should be designated in your proposal. Otherwise, companies and agents submitting proposals will be held to the specifications.

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.

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning July 1, 2012 through June 30, 2013. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, at the time for renewal, provided both parties agree. 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.

The District’s right to terminate the contract during the contract period will be governed by Item 12 of the General Terms and Conditions.

PROJECT INFORMATION:

The District: The School District of Newberry County is composed of three (3) attendance areas: Mid-Carolina, Newberry and Whitmire and consists of seven (7) elementary schools, two (2) middle schools, two (2) high schools, one (1) K-12 community school, one (1) career center, one (1) alternative school/Adult Education center, one (1) district office, three (3) ancillary offices/buildings (Facilities Management, Kit Center, Old Whitmire High School) located throughout the county. We serve approximately 5830 students and employ approximately 1000 people. The School District of Newberry County’s general operating budget includes disbursements in excess of \$38 million.

Anticipated procurement schedule is listed below:

Task	Date
Issue Request for Proposals	March 13, 2012
Mandatory Pre-Proposal Conference and Site Visits	March 22, 2012
Deadline for Questions	April 13, 2012
Proposal Due Date	April 20, 2012
Board Approval	May 21, 2012
Post Notice of Award or Notice of Intent to Award	May 24, 2012
Execute Contract(s)	July 1, 2012

CONTRACTOR REQUIREMENTS:

A. TERMS AND CONDITIONS:

1. **Contractor’s Relationship with the District:** The successful contractor will be a contractor independent of the District. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The Contractor shall be solely responsible for the withholding and payment of all federal, state and local personal income, social security, unemployment, worker’s compensation, and other payroll taxes for its’ employees. The District shall have no liability of any sort for the Contractor’s employees.
2. **Illegal Immigration:** (applicable to service contracts only) 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; or (b) that you 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 (5) years, or both."

- a) A Contractor employing one-hundred (100) or more employees hereby certifies that it ensures compliance with the South Carolina Illegal Immigration Reform Act and will register and participate in a status verification system for all employees. The term "employee" as used herein means any person who is hired to perform work within the State of South Carolina. As used herein, "status verifications system" means (a) the E-Verity employment status verification system, or any successor electronic verification system replacing the E-Verify Program, that is operated by the United States Department of Homeland Security, United States Citizenship and Immigration Services, and the Social Security Administration, or (b) verification that every employee of the Contractor possesses a valid South Carolina driver's license or identification card, or that every employee of the Contractor possesses a valid driver's license, or identification card, from another state whose qualification requirements are as strict as those of South Carolina. Contractor also hereby certifies that any Sub-contractor or Sub-subcontractor with the requisite number of employees and performing services for a covered contractor likewise complies with the above requirements.
3. Contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check. All preliminary criminal background checks (minimum SLED check) must be completed prior to employment and the reports on each employee **must** be submitted to the Executive Director of Human Resources. All costs for criminal background checks are the responsibility of the contractor. No employee who has police record other than a misdemeanor violation may be assigned duties under this contract. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The contractor shall use skilled persons who are thoroughly trained in the necessary skills for grounds maintenance. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal drugs or possession of weapons on School District of Newberry County property. All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms shall be worn which fully identify the worker as a member of the contractor's workforce.
4. It is the responsibility of the Contractor(s) to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.
5. Contractor(s) shall endeavor to keep all properties in an attractive, professional and presentable state at all times and most particularly prior to opening of a school year and after holidays. A copy of the District's 2012-2013 calendar is attached to this solicitation.
6. **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 School District of Newberry County.

D. The contractor shall obtain and furnish to District, within ten (10) days after notification of contract award, certificates for the insurance coverage listed in items A, B and C above.

2. Licenses and Permits

Any and all licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the Contractor.

3. Safety

Contractor shall be familiar with and in complete compliance with, OSHA, AHERA, DHEC and EPA requirements and shall report any loss time or major injuries to the District.

4. Workmanship

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

5. Training

The Contractor shall be responsible for providing the proper training for all his employees regarding the proper handling of equipment and application of chemical substances. Damages resulting from the improper application or use of chemical substances will be the responsibility of the contractor. Additionally the Contractor is responsible for providing for all training and certification for his employees as required by AHERA, DHEC, OSHA and EPA regulations.

6. Keys

The District will furnish keys. The Contractor will not have additional keys duplicated. If additional keys are needed, a request will be made to the Director of Facilities Management. Upon termination of a contract, the contractor shall return all keys to the District's representative before the final payment is made.

7. Experience

Contractor must have at least three (3) years of experience with large commercial contracts in excess of seventy-five thousand dollars (\$75,000.00) per contract.

8. Physical Assets

The Contractor must demonstrate to the school district the ability to provide all equipment and trained personnel to fulfill the contractor's obligations to the District. This information must be included as part of the bid.

9. Cost

The price for services must be reasonably comparable to the average cost for similar services performed in the Newberry, Saluda, Fairfield, Laurens and Greenwood County areas.

10. Contractor Employee Policy

The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work. The Contractor shall ascertain that all his employees abide by the following rules:

- A. Employees shall be of good integrity and character. A SLED check shall be conducted on each prospective employee prior to employment as stated in item three (3) regarding Contractor requirements.
- B. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing, within 24-hours to the school principal and the district Director of

Facilities Management (FM) specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the district Director of Facilities Management shall determine if the contractor is at fault.

- C. Employees, through their supervisor, will be expected to honor reasonable requests from the district FM department in preparation of special events or activities.
- D. Employees shall not engage in idle or unnecessary conversation with District employees, other employees of the Contractor, students, or visitors to the building.
- E. Employees shall not remove any article or materials from the premises, regardless of value. This is to include the contents of any item found in the trash containers in or around the premises. Trash items are to be placed in dumpsters or trashcans designated for that purpose.
- F. Employees shall abide by all rules, regulations, and policies of the District.
- G. The Contractor's supervisor(s) must possess the ability to communicate effectively, both orally and in writing, with the school staff and other employees. The supervisor shall make contact on a regular basis with the school principal 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.
- H. The use or possession of alcoholic beverage or other non-prescribed drugs will not be permitted. Contractor's employees who report for work showing evidence of any impaired condition must not be permitted to remain on the premises by the Contractor's supervisor.
- I. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in this agreement.
- J. Contractor's employees will not be permitted to use tobacco products on District property.
- K. Any contractor employee who fails to abide by the school district's rules and expectations will be expected to be removed from the job and replaced, upon written request of the district's FM director to the Contractor.

11. The contractor shall maintain a telephone service that shall be local or toll free to the school district.

12. Liability

The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees while they are on premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within thirty (30) days after claim is submitted. For example: School windows, doors, car windows and windshields, etc.

13. Laws

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

14. Equipment and Supplies

The Contractor shall provide all necessary equipment and other necessary supplies (adequate in kind, quantity and quality) for professionally performing all work in this contract. Losses to the District caused by inferior quality equipment or supplies will be reimbursed by the Contractor.

15. Working Hours – Regular

The Contractor’s work hours will be coordinated with the Director of Facilities Management (FM) and school principals. School activities will take precedence.

16. Inclement Weather

In case of inclement weather, activities and tasks will be rescheduled as soon as weather will permit. Completion of rain-delayed projects shall be documented via email to the Director of Facilities Management.

17. Inspection

The Contractor shall be accompanied by a designated representative of the District on inspections of work during normal business hours of the school. The District reserves the right to make a determination as to whether service is being performed satisfactorily.

18. Default

Failure to satisfactorily perform the services required by the contract will be grounds to declare the Contractor in default.

SPECIFICATIONS

These specifications cover provisions for grounds maintenance services, including all reasonable and necessary labor, supervision, equipment, and supplies in order to keep the contracted areas neat, well groomed and presentable.

FACILITIES

**The School District of Newberry County
Proposal Form Information
Contract Lawn Maintenance Services
2012 – 2013**

The grounds maintenance contract will include the following schools beginning July 1, 2012 and continuing through June 30, 2013.

- | | |
|----------------------------------------------------------|-------------------------------------------|
| District Office | Newberry High School |
| Boundary Street Elementary School | Newberry Learning Center/Student Services |
| Gallman Educational Center | Newberry Middle School |
| Gallman Elementary School | Old Prosperity – Kit Center |
| Little Mountain Elementary School | Old Whitmire High School |
| Mid-Carolina High School | Pomaria-Garmany Elementary School |
| Mid-Carolina Middle School | Prosperity-Rikard Elementary School |
| Newberry County Career Center | Reuben Elementary School |
| Newberry Elementary School/Facilities Management Offices | Whitmire Community School |

GENERAL SPECIFICATIONS

1. Contractor shall supply all materials needed to implement the specifications of this contract. This includes all fertilizers, herbicides, pesticides, fall surface materials in playground areas, etc.
2. Contractor shall provide MSDS for all chemicals to be used prior to usage. A copy of the MSDS program shall be forwarded to the Director of Facilities Management. All chemicals shall be approved for use in or around school areas. Furthermore, vendor shall use a licensed applicator to apply chemicals.
3. Contractor shall keep record of all chemical applications and comply with all local, state, and federal laws relating to chemical applications.
4. All equipment used on this project shall meet OSHA standards for safety and any other federal, state or local laws and/or regulations that may pertain to this solicitation.
 - a. All noise reduction devices shall be maintained in good working order on all equipment to minimize noise during school hours.
 - b. Equipment shall not be housed or left on District property unattended.
 - c. District-owned or District-leased property shall not be utilized in the contract.
5. Playgrounds and student activity areas shall be maintained at times when there is no threat to the safety of students or personnel.
6. Trash (paper, bottles, cans, etc.) shall be the responsibility of the District to remove prior to cutting, however, the Contractor is expected to pick up trash from time to time while mowing rather than mowing over it. The vendor shall be required to inform the district Director of Facilities Management and school principal if there are problems in this area to include excessive amounts of trash.
7. All shrubbery debris shall be removed from District property by the Contractor unless otherwise approved by the district Director of Facilities Management.
8. All chain link fence and building locations shall be string trimmed. Use of herbicide to kill vegetation in these areas is prohibited unless pre-approved by the School District of Newberry County.
9. Rotary cutters (bush hogging) shall be permitted at locations as deemed practical and approved by the District prior to such use of said methods/equipment.
10. All fixtures located on District property (flagpoles, tennis courts, playground equipment, fences, transformers, etc.) shall be trimmed, sprayed or edged as appropriate.
11. Plant growth regulator (PGR) may be used only as approved by the Director of Facilities Management.
12. Any Location that cannot be maintained with a rotary cutter and where soil sterilant/weed killer is not permitted shall be maintained by the use of string trimmers or other methods as approved by the Director of Facilities Management.
13. All chemical applications of any kind shall be approved by the Director of Facilities Management prior to application.

SCHOOL OPENING PREPARATIONS

Four weeks prior to school opening in August, Contractor shall provide a schedule to the Director of Facilities Management and each school principal listing activities and schedule that will be performed at each school. This list shall include (but not necessarily limited to):

1. Grass mowing schedule (all schools must be mowed within seven (7) days of school opening).
2. Ant control shall be performed in all playgrounds as well as school grounds ten (10) days prior to school opening.
3. All Playground fall surfaces shall have mulch added to the tops of borders as well as surrounding play area twenty (20) days prior to the opening of school.
4. New pine straw or mulch shall be placed in shrubbery and plant beds and around trees twenty (20) days prior to school opening.

GENERAL GROUNDS MAINTENANCE SPECIFICATIONS

Lawn Maintenance On Campus Areas/Ancillary Offices

1. All lawn areas will be mowed every ten (10) days during growing season and maintained as needed during non-growing periods.
2. All designated lawn areas at each school will be aerated with a spike aerator during early Spring. (Show on monthly schedule.)
*See site plan for details. (To be distributed at Pre-Proposal Conference)
3. All lawn areas at each school will be fertilized once each year in Spring after soil testing by contractor. Contractor will furnish all fertilizer. (Show on monthly schedule.) A copy of report will be furnished to the Director of Facilities Management.
4. All sidewalks and curbs will be edged in conjunction with mowing as needed to give a well groomed appearance.
5. All buildings, fences, trees, shrub beds, etc. will be trimmed with string trimmer and where feasible sprayed with Round-Up for a lasting edging affect. This includes all areas around and up-to the edge/base of the building. **NOTE:** The kill line should be approximately three (3) inches wide.
6. All limbs and large debris will be removed weekly or as needed.
7. Insect and disease control will be conducted on shrubs, trees, turf and in outside trash receptacles on an as-needed-basis by a certified applicator. Contractor to furnish all chemicals.
8. Contractor will treat all campus areas to control Fire Ants. Mounds should be treated with Top Choice or a suitable district approved substitute. Broadcast spraying will be done with Top Choice or a suitable district approved substitute. **NOTE:** Applicator should conduct control operations in such a manner so as not to expose students or others to risk of accidental exposure. Contractor will furnish all chemicals. Treatment shall be conducted when vendor is servicing site or when requested by the school district.
9. Contractor will furnish Director of Facilities Management with monthly schedule for services to be conducted. (Rain-outs will be rescheduled on first dry day suitable for mowing.)

SHRUBBERY MAINTENANCE

1. Contractor will trim shrubs as needed to maintain a well groomed appearance at all times to maintain desired height and spread of shrubs. Pruning will be done based on the type shrub or plant. Pruning of shrubs should be conducted a minimum of twice per year.
2. Contractor will fertilize shrubs in the Spring with good quality 16-4-8 slow release fertilizer or equal substitute approved by School District of Newberry County. Contractor will furnish fertilizer. (Include in monthly schedule.)
3. Contractor will spray shrubs for insects and disease as needed. NOTE: Applicator should conduct spray operations in such a manner so as not to expose children or others, to risk of accidental exposure. Contractor will furnish all chemicals.
4. Contractor will maintain weed-free shrub beds. Bedding mulch will be replaced as needed and when requested to maintain good appearance. All bark mulch will be supplied by contractor. Primary application will take place in January/February time frame and July/August prior to the opening of school. Contractor shall turn bedding material in all beds as requested by Director of Facilities Management.
5. Contractor will maintain a distinct line of separation between lawn and shrub areas.

TREE MAINTENANCE

1. Contractor will maintain large trees by pruning low hanging limbs at school bus height. All broken or cut limbs will be removed.
2. Vendor shall mulch twice per year around trees in January/February and July/August prior to the opening of school.

PLAYGROUND MAINTENANCE

1. Contractor shall scrape, clean and remove growth from all playground fall surface areas as needed. Dangerous items such as broken glass, etc. shall be removed when contractor is on site.
2. Contractor shall fill divots under swings during each service at all schools that have such areas. Vendor shall maintain fall surface within playground areas to a level equal to the retaining border by supplying and adding appropriate fall surface material when needed or requested by the school district. Vendor shall also ensure the requirements of the National Program for Playground Safety guidelines are met and maintained. Vendor shall add fall surface material at all locations with these types of areas in July before school begins and when requested by the District. Fall surface material shall be approved by the school district before application is made.

ATHLETIC FACILITIES MAINTENANCE

Athletic Fields

1. Contractor shall use reel type mowers and shall mow all athletic turf twice weekly during growing season. The grass shall be mowed often enough so that no more than 1/3 of the leaf surface is removed at any one time. Football game fields shall be mowed three times per week in June, July, August and September as needed or required. For all other months, contractor shall mow as needed. Athletic Directors shall specify recommended days for cutting and preferred turf height via email to the Director of Facilities Management and copied to contractor.

- a. Tifway Bermuda grass shall be maintained at ½ to 1 inches in height.
 - b. Perennial rye shall be maintained at ¾ inches in height.
2. Contractor shall be responsible for all aeration, top dressing, chemical treatment, fertilization, and sowing of rye grass on baseball fields, softball fields and on football fields as well as practice field. All materials to be furnished by contractor.
 - a. Core aerate fields a minimum of once per year (preferably in late May.) Aerate using hollow tines (coring) or open spoons. Use a machine that removes a soil core ¾ of an inch to 1 inch in diameter to a depth of 3 to 4 inches. Using multiple passes in different directions, spacing between aeration holes shall be 2 to 3 inches nominally.
 - b. Top dressing with a 1/8 to ¼ inch layer a fine white washed sand GC35 or equivalent.
 3. Contractor shall perform other work as described under heading “Lawn Maintenance on Campus areas.”
 4. Fields shall be swept during growing season and/or as needed when determined by the Athletic Director.

SPECIAL MAINTENANCE REQUIREMENTS (Athletic Fields)

- | | |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January | <ul style="list-style-type: none"> - Spray for winter weed control - Fertilize Bermuda grass over seeded Fields [Fe] - Soil Testing |
| February | <ul style="list-style-type: none"> - Pre-emergent weed control - Fertilize Bermuda grass over seeded fields [Fe] + [N] - Liming |
| March | <ul style="list-style-type: none"> - Fertilize Bermuda grass over seeded and non-over seeded fields [Fe] - Add lime if needed per soil test - Disease Control (Pythium/Brown Patch on Rye) - Ant Treatment |
| April | <ul style="list-style-type: none"> - Disease Control (Dollar Spot on Bermuda grass) - Treat for broadleaf weeds - Core aerate-top dress all fields - Verticut |
| May | <ul style="list-style-type: none"> - Core Aerate and Top Dress - Disease Control (Dollar Spot on Bermuda grass) - Nematode control |
| June | <ul style="list-style-type: none"> - Fertilize [N] - Weed control - Disease Control (Dollar Spot on Bermuda grass) |
| July | <ul style="list-style-type: none"> - Oversee Bermuda grass sports turf fields - Weed control - Fertilize [N] game fields and practice fields - Ant treatment |

- August** - Fertilize game fields [N]
- September** - Disease Control (Pythium/Brown Patch on Rye, Dollar Spot on Bermuda grass)
- Nematode control (if necessary)
- Fertilize [C] & Verticut
- October** - Initial application & over seeding of rye grass (only on softball and baseball fields) Football game fields when requested.
- Disease Control (Pythium/Brown Patch on Rye, Dollar Spot on Bermuda grass)
- Soil Test
- November** - Second application & over seeding of rye grass (only on softball and baseball fields) Football game fields when requested.
- Disease Control (Pythium/Brown Patch on Rye)
- Fertilized
- December** - Disease Control (Pythium/Brown Patch on Rye)
- Spray winter weed control
- NOTE:** - Game fields to be fertilized completely including aprons and behind goals. Fertilizer rates and amounts other than listed may need to be adjusted according to seasonal use, soil drainage (cation holding capacity) rates, damage recover needs, and timing of events.
- Results of all soil testing to be forwarded to Director of Facilities Management in writing.
- [FE]** - Yellow turf appearance may indicate iron [FE] or manganese [MN] deficiency due to low soil temperatures, excessive soil pH (.7.0), or excessive soil phosphorous levels. Spray iron (ferrous) sulfate (2 oz. in 3 to 5 gallons of water per 1000 sq ft or 87 oz per acre) or a chelated iron source to enhance color, as needed. If manganese deficiency is suspected, apply manganese (as Epsom salt) monthly at ¼ lb/acre.
- [N]** -Application frequency shall be determined by nitrogen [N] source used. A slow-release source such as coated urea should be applied at 1 lb actual nitrogen per 1000 sq ft (e.g. 3.2 lb 31-0-0 per 1000 sq ft or 140 lb per acre). A quick-release nitrogen source such as ammonium nitrate should be applied at ½ lb actual nitrogen per 1000 sq ft every 2 to 3 weeks (1 ½ lb 33-0-0 per 1000 sq ft or 275 lb per acre).
- [C]** - Fertilize using a complete fertilizer ratio (e.g., 4-1-2 or 3-1-2) at 1 lb nitrogen [N] per 1000 sq ft (e.g., 6 ¼ lb 16-4-8 per 1000 sq ft or 275 lb per acre).

GENERAL COMMENTS AND SPECIAL DETAILS

1. All site drawings and pictures are included in attachments for reference only. Contractor shall refer to document details for definition of work scope.
2. Contractor shall be observant of washouts and safety issues and shall communicate all such details to the Director of Facilities Management.
3. Damage to shrubbery and trees caused by vandalism or falling objects, etc. shall be reported to Director of Facilities Management. Depending on the extent of damage, contractor may be asked to do structural pruning in an effort to restore the plant/shrub.

4. Vendor shall over seed, baseball and softball fields with annual rye grass at the appropriate time for germination and growth. Football fields will only be over seeded when requested for an additional cost. Practice fields will not be over seeded.
5. School District shall maintain baseball (clay or turface material) mounds and baselines.
6. All retention ponds, drain fields, banks, and drainage ditches shall be maintained as a part of this contract. These areas will be located on overhead campus maps.
7. All areas identified in #6 above shall be cut twice a year (early summer and early winter) to a height no higher than 12 inches. Woody materials shall be cut to ground level and removed. Retention ponds are located at Boundary Street Elementary School, Whitmire Community School, Pomaria-Garmany Elementary School, Little Mountain Elementary School and Mid-Carolina High School (3).
8. Interior courtyards shall be maintained as a part of this contract and to the specifications of the principal or Director of Facilities Management. Interior courtyards are located at Boundary Street Elementary, Mid-Carolina High School, Little Mountain Elementary School and Newberry High School.



PROPOSAL FORM

**CONTRACT LAWN MAINTENANCE SERVICES
School District of Newberry County**

The district reserves the right to reject any and all proposals.

<u>School</u>	<u>Per Cut</u>	<u>Per Month</u>	<u>Total Price</u>
District Administrative Building	_____	_____	_____
Newberry High School	_____	_____	_____
Newberry Learning Center/Student Services	_____	_____	_____
Newberry County Career Center	_____	_____	_____
Newberry Middle School	_____	_____	_____
Newberry Elementary School & Facilities Management Office	_____	_____	_____
Gallman Elementary School	_____	_____	_____
Boundary Street Elementary School	_____	_____	_____
Reuben Elementary School	_____	_____	_____
Old Whitmire High School	_____	_____	_____
Whitmire Community School	_____	_____	_____
Pomaria-Garmany Elementary	_____	_____	_____
Little Mountain Elementary School	_____	_____	_____
Mid-Carolina High School	_____	_____	_____
Mid-Carolina Middle School	_____	_____	_____
Prosperity-Rikard Elementary School	_____	_____	_____
Old Prosperity – Kit Center	_____	_____	_____
Gallman Educational Center	_____	_____	_____
TOTAL PROPOSED PRICE			_____

*** The above pricing is to be all inclusive and includes all items required by district specifications included in this RFP. Pricing for additional work outside of the scope of work specified in this RFP will be negotiated between the successful contractor and the School District of Newberry County as needed.**

Contractor Signature

Date

The School District of Newberry County 2012-2013 Calendar

July 2012						
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AUGUST 2012						
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SEPTEMBER 2012						
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OCTOBER 2012						
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DECEMBER 2012						
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July 4
July 17-19
Aug 13
Aug 14-17
Aug 20
Sept 3
Sept 19
Sept 26
Oct 5
Oct 23
Oct 23-25
Oct 29
Nov 5
Nov 6
Nov 21-23
Nov 29
Dec 19 - Jan 1
Jan 2
Jan 3
Jan 16
Jan 17
Jan 18
Jan 21
Feb 6
Feb 15
Feb 18
Feb 21
March 6
March 19-20
March 26
March 28
March 29 - Apr 5
April 16-18
May 7-10
May 27
June 5
June 6
June 7

Holiday – schools/offices closed
Summer HSAP
New Employee Orientation
Teacher Professional Development & Preparation
First Day of School
Labor Day Holiday – schools/offices closed
Interim Reports Issued
Early Release Teacher Planning
Professional Development
End of First Nine Weeks; 45th Day
Fall HSAP (make-up thru Nov. 2)
Report Cards Issued
Parent-Teacher Conferences
Election Day – schools/offices closed
Thanksgiving Holidays – schools/offices closed
Interim Reports Issued
Winter Holidays - Dec. 19th for students & teachers. Dec. 21st for year long employees – schools/offices closed
Teacher Planning & Preparation
Students Return
End of First Semester; 90th Day
Parent-Teacher Conferences – PM
Parent-Teacher Conferences – AM
Martin Luther King, Jr. Holiday – schools/offices closed
Early Release Teacher Planning
Professional Development
Presidents' Day Holiday – schools/offices closed; 1st Make-Up Day
Interim Reports Issued
Early Release Teacher Planning
PASS Writing (Make-up thru 26th)
End 3rd Nine Weeks; 135th Day
Report Cards Issued
Spring Holidays; March 29th 2nd Make-Up Day
HSAP (Make-up thru 26th)
PASS (Make-up thru 17th)
Memorial Day Holiday – schools/offices closed; 3rd Make-Up Day
Whitmore Community School Graduation
Last Day for Students; Mid-Carolina High Graduation
Newberry High Graduation; Teacher Planning & Preparation

JANUARY 2013						
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FEBRUARY 2013						
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MARCH 2013						
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APRIL 2013						
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MAY 2013						
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JUNE 2013						
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	Holidays		Testing		End of Nine Weeks
	Professional Development / Teacher Planning Preparation		Early Release		

Calendar may be found on District website: www.newberry.k12.sc.us