

BEST VALUE BID

**Facilities Management
 Plant Operations**

Solicitation Number: B2003

Description: DISTRICT WIDE PEST CONTROL INTEGRATED PEST MANAGEMENT (IPM)

Date: AUGUST 23, 2019

SUBMIT OFFER BY: OCTOBER 1, 2019 NO LATER THAN 2:00PM EST

SUBMIT QUESTIONS BY: SEPTEMBER 10, 2019 NO LATER THAN 2:00PM EST

NUMBER OF COPIES TO BE SUBMITTED: 1 ORIGINAL AND 6 MARKED "COPY" AND ONE FLASH DRIVE

PROCUREMENT OFFICIAL CONTACT:

**Procurement Services
 Attention: Raymond B. Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-8826
 Email: raymond_jenkins@charleston.k12.sc.us**

ALL REQUESTS FOR QUOTATIONS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY.

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 ninety (90) calendar days after the Opening date.		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 10/31/19. The award, solicitation, and any amendments will be posted at the following website URL:
<http://www.ccsdschools.com/cms/One.aspx?portalId=2973364&pageId=27429783>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number: B2003 – DISTRICT WIDE PEST CONTROL INTEGRATED PEST MANAGEMENT (IPM)

Bids/Proposals should be sent via United States Postal Service/hand delivered or courier service to:

Procurement Services
Attn: Raymond B. Jenkins
3999 Bridge View Drive
North Charleston, SC 29405

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Best Value Bid (BVB)	August 23, 2019
2. Question Submission	September 10, 2019
3. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	October 1, 2019
4. Contract Award (estimate)	October 31, 2019

2.0 SCOPE OF SOLICITATION

Charleston County School District (CCSD) is requesting bids from one or multiple qualified vendor(s) to provide District Wide Pest Control Integrated Pest Management (IPM).

The initial contract period is three months starting in October and ending December 31, 2019. This contract may renew annually for four additional year periods that would start January 1, 2020. Maximum term of contract is 4 years three months ending December 31, 2023.

3.0 INSTRUCTIONS TO OFFERORS

A. General Instructions

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official 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.

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. 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.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contract awarded as a result of this procurement is between the Vendor and the District. The Board is not a party to such contract, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a)
- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

- (2) ‘Principals.’ For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement 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.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), 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 Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office

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, CCSD, 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.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the bid opening.

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

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District’s attention.

ENTERING INTO CONTRACT The District shall not 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. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such

agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. 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. The rights and authority of such determination is reserved solely by the staff of the District's Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Raymond Jenkins, Facilities Procurement Supervisor. No company should contact District staff directly. All questions should be directed in writing to **Raymond Jenkins**. Email raymond_jenkins@charleston.k12.sc.us . Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's 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.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders 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, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

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

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as

possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

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

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

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications,

unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

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

Do not mark your “Cost Proposal/Bidding Schedule” Confidential.

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

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. It is Charleston County School District’s intent to contract with the successful bidder(s) by entering into a One (1) year agreement from the date of contract execution. An option to renew for four (4) additional one (1) year periods shall be provided if agreeable by both parties.

TERM OF CONTRACT – OPTION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at

least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. Special Instructions

1. BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the Charleston County School District Board of Trustees.
2. DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.
3. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, prices will not be divulged at opening.
4. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.
5. NO PRE-BID CONFERENCE/SITE VISIT

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

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.

REQUIREMENTS FOR CRIMINAL BACKGROUND CHECKS: The Contractor must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. 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.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

FORCE MAJEURE: The vendor 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 vendor. 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 contract 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 vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by

negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of Insurance

Workers Compensation, Applicable Federal and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory

3. Employer’s Liability	\$100,000 per accident
	\$500,000 disease, policy limit
	\$100,000 disease, each employee

Federal Liability Insurance including completed operations and product liability covers:

1. General Aggregate	\$1,000,000
(Except Products – Complete Operations):	
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence	\$1,000,000
(bodily injury and property damage)	

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

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

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation

provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES: Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT: Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI). All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Procurement Officer.

PRICE ADJUSTMENTS – LIMITED BY CPI "All Items": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER: A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY RELEASES: Vendor 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 user.

QUALITY ASSURANCE:

PROTECTION OF DISTRICT PROPERTY: The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or cause to be repaired damage to District property.

PRODUCTS AND MATERIALS: The Contractor shall use materials and products in the work which are new and of top quality. The Contractor shall assume full responsibility for protection, storage, safety and damage to stored and installed materials until Substantial Completion.

QUALIFICATIONS OF WORK PERSONS: The Contractor shall use skilled work persons who are thoroughly trained and experienced in the necessary crafts and trades.

QUALITY OF PRODUCT: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

RISK OF LOSS: The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SAFETY: The Contractor shall provide safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Charleston County School District at no additional cost.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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

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

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

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

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

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

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required

corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

COOPERATIVE PURCHASING

Charleston County School District Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit. No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not Charleston County School District. The successful bidder/proposer shall hold harmless Charleston County School District, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

ORDERLY TRANSFER OF MATERIALS

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 files, intermediate materials and supplies held by the contractor.

5.0 QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS -- REQUIRED INFORMATION:

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Completion of Questionnaire attachment.

The Contractor shall be from an established company providing similar solutions for a minimum of One (1) year.

Bids for each purchase order will be accepted from bidders 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 (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

Successful bidder is expected to self-perform all work. If subcontractors are necessary, they must be pre-approved by Charleston County School District.

6.0 BASIS OF AWARD

AWARD CRITERIA: This is deemed a Best Value Bid. Award will be made to one bidder who submits a responsive bid which is most advantageous to the Charleston Country School District. In all cases the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

AWARD: This contract will be based on a Best Value Award. This process allows the District to use other criteria than cost to determine the best vendor or vendors for the project. Allocated points have been distributed as follows:

- a. **Cost - 60%**
- b. **Service Approach – 15%**
- c. **Local & Minority Pest Control Participation – 15% (Licensed South Carolina Business)**
- d. **References/Experience/Licenses - 10%**

After formal evaluations, the District reserves the right to request an interview or presentation from any or all offerors. The purpose of the interview will be to give committee members the opportunity to ask questions and receive clarification on the proposals.

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations.

7.0 SCOPE OF WORK / SPECIFICATIONS

The Charleston County School District seeks a contractor to manage and furnish all labor, materials, and equipment necessary to provide the District with a Pest Control Integrated Pest Management (IPM) program. The work will include, but not limited to, managing the entire districts IPM program, hire and manage other licensed pesticide applicators, develop all related documents needed for IPM program. Charleston County School District covers the areas of McClellanville, to Ladson to Ravenel. The district is approximately 100 miles long.

GENREAL INFORMATION: The District will work with the awarded vendor on a comprehensive schedule.

TERMS AND DEFINITIONS:

1. **Focus Area:** This can be, but not limited to - an entire campus, specific classroom, kitchen, hallway, closet, etc... any area in a school or on the campus that there is a focus on a pest problem.
2. **Area Turnover Service:** this refers to, but not limited to an area of a school campus, classroom, etc.... that has had a pest problem that has been resolve and is now ready to go back to a state of normal inspection and monitoring, or if the area has had restricted access due to pest control work being done this signifies that the work is completed satisfactorily.
3. **District or CCSD:** refers to the Charleston County School District or school district personnel or Board of Trustees.
4. **SBP or Standard Business Practice:** refers to documents developed by CCSD that provide specific guidelines or procedures.
5. **Pest:** refers to any insect, mammal, or reptile that is unwanted on or in our schools and campuses.

TYPICAL SCOPE OF SERVICES

If selected, the Contractor shall perform management of IPM program services throughout the District as directed by the Plant Operations Office, Officer and QA Inspector Managers or his/her designee.

- A. Service will be based on, but not limited to - site visit's, inspections, service provided, work force, pesticide applicators, documents and other activities related to the IMP program.
- B. When needed individual projects will vary in size, value, and duration. Each project will be assigned using a work order number.
- C. At any given time the Contractor may be assigned one or multiple pest control problems to resolve.

- D. The Contractor may be required to work multiple pest problems simultaneously. The Contractor shall have resources (manpower, supervision, and equipment) necessary to furnish and maintain a full work crew for the life of the project as required by the contract.
- E. All pest control activities shall be defined as the services to be performed under a specific scope of work.
- F. Once service is rendered, and satisfactorily completed and signed off on by the QA Inspector Manager the District's payment terms will apply.
- G. For work beyond the monthly service proposals must be submitted, and approved prior to the beginning of any work.
- H. The Contractor shall furnish all labor, equipment, tools, personal protective equipment and equipment necessary to perform Pest Control Management in a safe, timely, and professional manner. All equipment must be in a good state of repair and maintained in such good state during the progress of the work. No work or obsolete equipment shall be used, and in no case shall the maker's rating capacity for any equipment be exceeded.
- I. All work performed, methods, and equipment used shall be in conformance with the Prevailing State, local and Federal Occupational Safety and Health Act. Cost for delays and losses due to operations not in conformance to these acts, specifications, or stoppages as a result of non-conformance, shall be solely borne by the Contractor.
- J. The Contractor shall hold a current State of South Carolina contractor's license in a classification appropriate to this work.
- K. Work outside agreement of initial scope: (1) Additional work identified outside the scope of the resulting agreement must be authorized in writing in advance by the Plant Operations Office and a change order will be completed by the Procurement Department in accordance with CCSD procurement policies. The selected Contractor will provide a price for the additional work when the work is identified. Flat labor rate will apply.

EQUIPMENT INVENTORY

Contractor is required to provide a list of all equipment as part of the bid package. Equipment list will include model numbers and manufacture of equipment. District reserves the right to make site visits to verify equipment list. Contractor must own listed equipment.

Documents

As part of this contract the development of by the contractor, but not limited to: electronic data, documents, inspections, manuals, IPM manual, standard business practices are the property of CCSD.

- 1. CCSD Integrated Pest Management (IPM) manual will be developed by the contractor for CCSD and completed in the first 12 months of this contract. The IPM manual will be reviewed for updates and updates made annually, or as needed, or both.

Staffing

- 1. The contractor agrees to be responsible for and shall provide general supervision of all his employees or sub-contractors working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work.
- 2. The contractor shall ascertain that all his employees or sub-contractors abide by the following rules:
 - a. Upon written request of the Plant Operations Office to the contractor, any contractor's employee who fails to abide by these rules will be immediately pulled off the job and replaced.
 - b. Employees shall wear an identification badge with photo, a distinct uniform provided by the contractor and have a professional appearance and demeanor at all times with students, staff and administrators. Failure to comply with the above will be grounds to have employee immediately replaced.
 - c. Employees shall be of good integrity and character. All employees and subcontractor must check in at the main office with their valid driver's license through the CCSD "Raptor" system. A South Carolina Law Enforcement Division (SLED) check shall be conducted on the salaried Manager employee prior to employment. The contractor may not employ an individual with a criminal record without written permission of the Plant Operations Officer. This process will be at the Contractor's expense.

- d. Employees shall not disturb any papers, boxes, or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
- e. Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage, within 24 hours to the school principal or CCSD QA Manager in writing, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
- f. Employees shall not use school computers, open drawers, file cabinets or use any telephone except public pay phones, or use any equipment, kitchen or otherwise, unless given specific approval by the school principal or his/her designees. Failure to comply with these restrictions will result in termination.
- g. Employees will be expected to honor requests from the building principal or kitchen manager to address areas of concern.
- h. Employees shall not engage in idle or unnecessary conversation with school employees, other employees of the contractor or visitors to the building.
- i. Employees shall abide by rules and regulations set forth by the District's administration and policies set forth by the District Board of Trustees which affects the performance of the work.
- j. The contractor's supervisor(s) must possess the ability to communicate effectively, both orally and in writing, with the school administrators, janitorial staff and other employees. The supervisor shall make contact on a regular basis with the building principal to ensure adequate communication concerning any pest control issues.
- k. He/she is responsible for reporting maintenance problems to the Plant Operations QA Manager or Principal during normal operating hours and to after-hours emergency personal @ 843-296-2166 as they arise as well as other problems of mutual concern.
- l. The use or possession of alcoholic beverage or other non-prescription drugs is not permitted on District property. Contractor's employees who report for work showing evidence of any impaired conditions must not be permitted to remain on the premises. All District property is "Smoke Free".
- m. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in this agreement.
- n. It shall be unlawful for any person, except State, county or municipal law enforcement officers or personnel authorized by school officials, to carry on his person, while on any elementary, or secondary school property, a knife, with a blade over two inches long, a blackjack, a metal pipe or pole, firearms or any other type of weapon, device or object which may be used to inflict bodily injury or death.
- o. The contractor shall maintain a telephone service that shall be local or toll free to the District.
- p. The District reserves the right to accept/reject any contractor personnel for any reason, and may ask that any contractor personnel be removed from any campus, including any management at any level, for any reason. This can be temporary or permanent and at the discretion of the District.
- q. Contractor must provide organizational chart of operation for both the management and other staff and/or sub-contractors for this contract.
 - i. It is expected that there will be one salaried manager dedicated to CCSD for this contract and that manager will not have any other responsibilities beyond CCSD.
 - ii. The contractor and the district must agree on the total number of employees and sub-contractors.
 1. It is expected as part of this contract that the awarded contractor will hire a more than one local pesticide applicators and one nuisance pest contractor.
 2. The district must approve all sub-contractors prior to the start of any work and sub's are subject to all the requirements in this contract.
 - a. Payment to sub's from the winning contractor are net 30 days from the time invoices are received for payment.
- r. The district will not accept overtime charges or additional fees. The flat labor rate apply to all charges whether overtime or any other.

A. Best Value Bid

Firms interested in responding to this Best Value Bid (BVB) must submit the following information, in the order specified below.

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the Best Value Bid. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the Best Value Bid.

2. Service Approach (up to 12 pages including Sample IPM Plan)

- A. **Examples of IPM Approach:** Describe three examples from commercial buildings, K12, or university where your firm has creatively applied the IPM approach to solve difficult pest problems. Provide project summary, budget information if appropriate, and contact information for references at the facility involved (see below).
- B. **Record-Keeping and Reporting Capability:** The firm shall describe how it intends to meet the record-keeping and reporting requirements in a way that property staff will be able to read and use to track trends. Include sample forms.
- C. **Mandatory Site Visit and Initial Inspection Report:** Proposers must attend the mandatory site visit and submit a set of Sample IPM Plan documents based on the visit. The mandatory site visit will be held at: One Elementary School, One Middle School and One High School

LOCATION: Lambs Elementary, 6800 Dorchester Rd North Charleston, SC 29418
 Morningside Middle, 1999 Singley Lane North Charleston, SC 29405
 Garrett High School, 2731 Gordon St North Charleston, SC 29405

TIME: **TBD**

Based on this visit, the contractor shall submit an initial site inspection report. The following specific points should be addressed in the report:

- Discussions of effectiveness of previous efforts;
 - Identification of problem areas in and around the building (locations and extents of infestations, observed damage to structure or commodities, conditions conducive to infestation, harborage areas, sanitation deficiencies, avenues of potential entry);
 - Contractor access system and coordination to all necessary areas;
 - Information given to the contractor during the inspection about any restrictions or special safety precautions; and
 - Any other items or factors that would impact the development of a pest management program.
- D. **Emergency and Special Services Capability:** The firm shall describe its plan for meeting the emergency and special service requests described in the scope of work (for example, availability of trucks and personnel, access to bed bug dogs). Ability and timeline to respond to emergencies. Give an example of what this would look like from the time you received an emergency call to the time you completed addressing the issue.
 - E. **A Sample IPM Plan:** See the Scope of Work for details.

3. Firm Qualifications (up to 3 pages)

Provide the following:

- A. **Name, address, and telephone** number of a primary contact person.
- B. **A brief description of your firm**, certifications held, professional organization affiliations, as well as how any joint venture association would be structured.
- C. **Address(es) and location(s) of local offices** and service headquarters that would be involved in servicing the PHA contract. (winning bidder must have local office in Charleston County, or have one within the first 90 days of the award)
- D. **Description of microscopes**, pest detection equipment or other equipment possessed by the firm that would be used for performance of the contract.
- E. **Names of all staff**, supervisors, and subcontractors who would work on the contract. The firm must have sufficient licensed employees to cover the property's needs. Provide

- It is the intent of this contract for the winning bidder to hire and manage (as subcontractors) multiple (4) local pesticide applicator companies and one (1) nuisance pest company as described in the staffing section of this bid, one a certified minority company, and one being a nuisance pest company.
- This contract requires one salary manager dedicated to CCSD to coordinate all pest control activities, service, investigate issues and any other related duties.
- The role each staff member and subcontractor would play in the project (onsite service technician, onsite supervisor, manager, owner, etc.).
- Experience, education, and qualifications of each staff member, including licenses and certifications held, verification that license(s) are valid, and other relevant training or skills. Contractor shall have access to an Associate Certified Entomologist (ACE) or Board Certified Entomologist (BCE) or person holding a degree in entomology who has demonstrated expertise in structural pest control, especially for rodents, bed bugs, and cockroaches.
- Written assurance that the staff members listed above will be performing the work and will not be substituted with other personnel or reassigned to another project without prior approval. Assurance must also be made that any substitute personnel be fully qualified.

F. **Certifications:** The contractor shall provide the following:

- Certificate of Contractor General Liability Insurance, with the contracting party named as an additional insured
- Certificate of Workers' Compensation Insurance
- A copy of the pesticide applicators' license(s)
- Listing of any violations of state pesticide regulations or pest management regulations within the past three years.
- Description of in-house training program for firm employees.
- Description of in-house health & safety program.

G. **Commitments:** The contractor must commit to providing qualified, professional pest management personnel or subcontractors who:

- Will not distribute or sell pesticide products to principals, teachers or staff;
- Will not store any pesticide product in the buildings specified in this contract;
- Understand current practices in this field and have experience providing pest control services in a commercial and education (k12 or university) environment;
- Conduct themselves in a professional manner, with minimal noise and disruption;
- Cooperate with the building occupants to assure the progress of this work;
- Have good communication skills and will speak with occupants who are present during a visit. It is expected that the PMPs will make an effort to obtain pest sighting information from occupants and educate them on IPM techniques;
- Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services;
- Wear a distinctive uniform that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner while working;
- Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used;
- Use only contractor vehicles identified in accordance with state and local regulations;
- Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas;
- Will comply with all government regulations as are applicable during the time spent on government property;
- Obtain building passes, if needed, as supplied by the district or appropriate building manager; and
- Take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

4. References (Attachment C)

The Contractor must submit a list of at least three (3) verifiable commercial references (including names, titles, affiliations, and telephone numbers) for work comparable to that discussed in these specifications that has been completed during the past three (3) years or is currently in progress.

5. Price Proposal (1 page per section)

The District intends to award this contract to the firm that it considers will provide the best overall program services. The District reserves the right to accept other than the lowest bid and to reject any Best Value Bids that are not responsive to this request. Please provide a price proposal in a sealed envelope that includes hourly rates for the services described in the Scope of Work. These rates will be used either to charge for services on a time and materials basis, or as base rates for negotiating flat monthly fees with individual facility managers.

- Focus Areas (School campus)
- Area (School campus) Turnover Service
- Routine Inspection
- Call-Back Service: No Charge
- Emergency Services
- Special Services
- Training/Consultation

B. Scope of Work

1. **Monitoring.** Begin with a property-wide inspection and monitoring, using both monitoring devices and visual inspection.
 - a. All kitchens and culinary arts kitchens must be monitored and treated monthly and a separate copy of the inspection report must be left with the kitchen manager to comply with DHEC requirements. A separate log book with copies of these documents must be kept in the kitchen for review by DHEC.
2. **IPM Plan.** Use the monitoring results to design an IPM plan for the property. This plan will be updated at least annually along with monitoring results. The following components should be included in all written IPM plans:
 - A. **Management objectives:** Identify key pests to be controlled, level of control desired (thresholds), and areas of the facility requiring special attention. Include a clear understanding of all guarantees, exclusions, and limitations, including the definitions of high-, medium-, and low infestations. Proposal must adhere to HUD's Guidance on IPM (PIH Notice 2011-22).
 - B. **Communication and accountability system:** Designate contact people and alternates at both the facility and the contractor's company. Establish a location for the pest activity log book(s) at the facility. Set up a procedure for the contractor to report maintenance or pest prevention needs to appropriate staff at the facility.
 - C. **Schedule of service:** Describe the expected schedule and duration of service visits required to meet management objectives. Except as otherwise agreed upon, all work at properties under this contract should be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, and should not interfere with daily CCSD operations.
 - a. Treatments that cannot be done during normal scheduled work hour need to be coordinated with CCSD prior.
 - D. **Monitoring program:** The contractor should describe methods and procedures to be used for a) identifying sites of pest harborage and access; and b) assessing pest populations throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps. Differences in pest pressures associated with seasons and preventative action should be addressed. As a general rule, pesticides should not be applied unless monitoring indicates the presence of pests in that specific area.
 - E. **Description of IPM methods and products:**
 - Summarize nonchemical IPM methods proposed and choose pest management strategies that are:
 - Least disruptive of natural controls;
 - Least hazardous to human health;
 - Least toxic to non-target organisms;
 - Least damaging to the environment;

- Most likely to produce a permanent reduction of the pest population;
 - Easiest to carry out effectively; and
 - Most cost-effective over the short and long-term.
- Do not apply pesticides inside or outside unless visual inspection or a monitoring device indicates the presence of pests in that specific area;
 - Control rodents inside buildings only with trapping devices. All such devices shall be concealed from view, being placed in protected areas unaffected by routine cleaning and other operations. Check trapping devices on a schedule approved by the Contract Manager. The Contractor is responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner;
 - Use portable vacuums rather than pesticide sprays for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs;
 - Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical; and
 - The Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
 - List EPA-approved pesticide products proposed for use in the program together with the rationale, proposed methods of use, and methods planned to minimize exposure. For each pesticide, list the product name, EPA registration number, pests targeted, and where pesticide will be applied (e.g., indoors, in wall voids, or outside). Provide CCSD copies of all SDS sheets.
- F. **Desirable structural or operational changes:** Identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts (e.g., caulking around pipes).
- G. **Record-keeping system:** Describe data to be collected and provide a sample monitoring form designed to track data on pest location, populations, harborage, trends in pest populations, status of previously suggested pest exclusion and prevention measures for which facility staff are responsible, and other relevant information. See “Log Book” below.
- H. **Education and training activities:** List recommended education and training activities for facility staff that would increase their support for IPM activities.
3. **Service buildings.** Treatments should be scaled to the type and level of infestation and priced accordingly.
- A. **Focus Area:** Areas that are infested (henceforth referred to as Focus Areas anywhere designated on the school campus) shall be serviced as frequently as needed, daily, weekly, and monthly until the infestation is gone. Once pest-free, the focus area will be removed from the monthly service list and inspected routinely.
- B. **Area turnover service:** Conduct intensive inspection and necessary treatment as requested by the District when areas are prepared for occupancy. They may also be new areas added to the scope of the contract. An area is treated at area turnover only if evidence of pest infestation is found.
- C. **Routine inspection:** Conduct regularly scheduled inspections for pests, set out or collect monitoring traps, and treat areas for pests as needed. Sticky trap monitors shall be placed in all common areas and checked/replaced at each routine service. Schedule routine inspections so that the Contractor visits each school, monthly for kitchens and culinary arts kitchens and entire campuses twelve (12) times a year, using the same PMPs when possible.
- D. **Call-back service:** Conduct follow-up inspection in response to principal, teachers or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the District. Call-back service will be at no charge.
- E. **Emergency services** are directed at urgent pest problems that must be addressed as soon as is practical. They are not “call backs” resulting from other routine services provided under the contract. Except for holidays or other “shut down” periods, the Contractor is expected to address emergency problems within 24 hours of the service call. The Contractor may charge the “emergency rate” for these services but must notify the requesting department that the emergency rate applies before performing the service. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the District representative and indicate an anticipated completion date.

- a. Emergency Non- responsive - The district reserves the right in emergencies to call any other available vendor to perform emergency work if the winning bidder is unable or unwilling to respond in the necessary time frame. This cost may be deducted from the monthly invoice.
- F. **Special services** are those that require special skills, training, or licensing, and may utilize subcontractors for whose work the Contractor shall be accountable. The contractor should list pests or situations for which a subcontractor will be hired.
- G. **Regardless of service type**, at each visit, the Contractor must complete and leave a service ticket detailing what was found and done in each school and area. When needed or appropriate, the Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.
- H. **The Contractor shall provide** additional consultation, training, and technical support, by phone or in person during business hours (8:00 a.m.–5:00 p.m.). The Contractor must provide this free of charge.
- I. **Updates** must be provide to CCSD on a daily, weekly, monthly, quarterly, semi – annually, annually basis. These updates can be oral, written, or a presentation, or all. This can be information provided to Plant operations, Facilities Management, CCSD leadership or the Board of Trustees. What will be updated when and what format used will be agreed upon by the contractor and CCSD.

C. Log Book

The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book at each facility that is served under the contract. The Log Book shall be updated at each visit by the Contractor. If the facility lacks a log book, the Contractor is responsible for providing one. There should be a log book at the following locations: Kitchen, Culinary Arts Kitchen, Front Office.

The Log Book shall contain at minimum the following items:

- A copy of the IPM plan and/or service schedule for the building.
- A list of pesticides used, including copies of sample labels and safety data sheets (SDS). All pest control products must be registered by the U.S. EPA for residential use and must be applied according to the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations.
- A pest sighting log where new work orders and a Focus Area list is updated.
- The location of all traps and bait stations on the premises, preferably in map format. Floor plans of schools can be provided. Copies are made at the contractor's expense.
- Copies of all service report forms for the facility.
- Sample educational materials for occupants (with translations)

D. Reporting and Recordkeeping

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM. The Contractor must propose reporting and recordkeeping plans to enable the District to monitor Contractor's work in a timely and efficient manner. The reporting and recordkeeping forms will be kept in the building's IPM Log. At a minimum, Contractor is required to collect and submit the reports detailed below. The District will review and approve the report format prior to finalizing a contract.

- **Notification of Pesticide Use (at time of treatment):** If an infestation is found that requires pesticides, a form is left at the treatment location detailing what product was used, where, any precautions that can be taken to reduce risk of exposure, and nonchemical control techniques that can be used to prevent further infestation. (left with the nurse)
- **Inspection/Sanitation Report (service tickets):** Upon completion of each routine inspection at the property, the Contractor must submit a summary highlighting troubled areas on the school campus. The Contractor must submit the report in hard-copy format. The hard copy must be signed by the Food Service manager (for kitchens) , culinary arts teacher (for culinary arts kitchens), or the school principal or assistant principal and kept in the IPM Log. An individual Area Service Ticket must be completed for each Area in which pesticides were applied.

- **Quality Control Summary (annually):** A report on the quality control program in place that quantitatively and qualitatively measures the successes and failures of the program. A report on the findings of quality control shall include recommendations for improvement including, but not be limited to the following:
 - Brief narrative discussing the findings as they relate to an increase or new infestations by area or school campus, including recommendation for treatment or preventative measures; and
 - Discussion of any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.
- **Updates to IPM Plan:** Contractor shall receive the concurrence of CCSD prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall continue to provide licenses for every contractor employee who will be performing on-site services before the employee begins work on CCSD property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original bid must be submitted to CCSD for approval. See staffing in this proposal for details of approval of staff.

8.0 BIDDING SCHEDULE/COST PROPOSAL

CHARLESTON COUNTY SCHOOL DISTRICT

DISTRICT WIDE PEST CONTROL INTEGRATED PEST MANAGEMENT (IPM) – TERM CONTRACT

BID FORM

The undersigned, as bidder, proposes and agrees, if this bid is accepted to contract with the Charleston County School District, in the form of contract specified, to pay required fees, taxes, and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation and labor to complete the project, bid in full and complete accordance with shown, noted, described and reasonably intended requirements of the contract documents.

Pest Control Pricing Sheet (Monthly Services)			
Mobile Classroom Square Footage is not include in numbers below			
Schools - District 1	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
St. James Santee Elem. 8900 N. Highway 17 McClellanville, SC 29458	80,664	\$ _____	\$ _____
Porcher Bus Lot 9287 Old Georgetown Rd	1,488	NO KITCHEN	\$ _____
District 1& 2 Office 665 Coleman Blvd. Mt. Pleasant, Sc 29464	1,200	NO KITCHEN	\$ _____
McClellanville Middle School 711 Pinckney Street McClellanville, SC 29458	20,877	\$ _____ Quarterly Only	\$ _____ Quarterly Only
Lincoln High School 714 Lincoln Road McClellanville, SC 29458	80,359	\$ _____ Quarterly Only	\$ _____ Quarterly Only

Schools - District 2	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
Wando HS/CAS 1000 Warrior Way Mt. Pleasant, SC 29466	640,107	\$ _____ 2 Kitchens and Culinary Arts	\$ _____
Cario Middle 3500 Thomas Cario Blvd Mt. Pleasant, SC 29466	166,036	SHARED KITCHEN WITH PINCKNEY ELEMENTARY	\$ _____
Cario Bus Mobile 3500 Tomas Cario Blvd. Mt. Pleasant, SC 29466	1,488	NO KITCHEN	\$ _____
Laurel Hill Elementary 3100 Thomas Cario Blvd Mt. Pleasant, SC 29466	110,386	\$ _____	\$ _____
Pinckney Elementary 3300 Thomas Cario Blvd Mt. Pleasant, SC 29466	130,103	\$ _____	\$ _____
Laing Middle 2705 Bulrush Basket Lane Mt. Pleasant, SC 29466	152,768	\$ _____	\$ _____
Moultrie Middle 645 Coleman Blvd Mt. Pleasant, SC 29464	126,820	\$ _____	\$ _____
Belle Hall Elementary 385 Egypt Road Mt. Pleasant, SC 29464	83,123	\$ _____	\$ _____

James B. Edwards Elementary 855 Von Kolnitz Blvd Mt. Pleasant, SC 29464	89,818	\$ _____	\$ _____
Jennie Moore Elementary 2725 Bulrush Basket Lane Ms. Pleasant, SC 29466	154,185	\$ _____	\$ _____
Mt. Pleasant Academy 605 Center Street Mt. Pleasant, SC 29464	69,894	\$ _____	\$ _____
Sullivans Island Elementary 2015 P'On Avenue Sullivans Island SC 29482	83,123	\$ _____	\$ _____
Mamie Whiteside Elementary 1565 Rifle Range Road Mt. Pleasant, SC 29464	97,097	\$ _____	\$ _____
East Cooper Montessori 1120 Rifle Range Road Mt. Pleasant, SC 29464	57,168	\$ _____	\$ _____
Carolina Park Elementary 3650 Park Ave Blvd Mt. Pleasant, SC 29464	137,000	\$ _____	\$ _____
Schools - District 3	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
Camp Road Middle 1484 Camp Road Charleston, SC 29412	71,867	\$ _____	\$ _____
James Island Elementary 1872 Grimball Road Charleston, SC 29412	78,637	\$ _____	\$ _____

Harbor View Elementary 1576 Harbor View Road Charleston, SC 29412	96,811	\$ _____	\$ _____
Murray-LaSaine Elementary 691 Riverland Drive Charleston, SC 29412	50,549	\$ _____	\$ _____
Stiles Point Elementary 883-A Mikell Drive Charleston, SC 29412	78,338	\$ _____	\$ _____
Septima Clark Academy 1929 Grimball Road Charleston, SC 29412	51,272	\$ _____	\$ _____
Schools - District 9	BLDG S.F	Monthly Kitchen Inspection / Service price	Monthly Campus Inspection / Service price
St. John's High School 1518 Main Road Johns Island, SC 29455	118,796	\$ _____	\$ _____
Haut Gap Middle 1861 Bohicket Road Johns Island, SC 29455	80,998	\$ _____	\$ _____
Angel Oak Elementary 6134 Chisolm Road Johns Island, SC 29455	80,162	\$ _____	\$ _____
Edith L. Frierson Elementary 6133 Maybank Highway Wadmalaw Island, SC 29487	43,335	\$ _____	\$ _____

Mt. Zion Elementary 3464 River Road Johns Island, SC 29455	32,894	\$ _____	\$ _____
Schools - District 4	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
Academic Magnet HS 5109 A West Enterprise Street N. Charleston, SC 29405	105,764	SHARED KITCHEN WITH SCHOOL OF THE ARTS	\$ _____
Garrett Academy Tech. 2731 Gordon Street N. Charleston, SC 29405	181,627	\$ _____	\$ _____
Daniel Jenkins Academy 2670 Bonds Avenue N. Charleston, SC 29405	47,990	\$ _____	\$ _____
North Charleston HS 1087 East Montague Ave N Charleston, SC 29406	218,761	\$ _____	\$ _____
District 4 Office 4720 Jenkins Ave N. Charleston, SC 29405	7,180	NO KITCHEN	\$ _____
Stall High School 3625 Ashley Phosphate Road N Charleston, SC 29418	223,990	\$ _____	\$ _____
Meeting Street ES at Brentwood 2685 Leeds Avenue N Charleston, SC 29405	73,984	\$ _____	\$ _____

Morningside Middle 1999 Singley Lane N Charleston, SC 29405	87,199	\$ _____	\$ _____
School of the Arts 5109 –B West Enterprise St N Charleston, SC 29405	208,467	\$ _____	\$ _____
Military Magnet Academy 2950 Carner Avenue N. Charleston, SC 29405	130,638	\$ _____	\$ _____
Burns Elementary 3750 Dorchester Road N. Charleston, SC 29405	64,791	\$ _____	\$ _____
Chicora Elementary 3100 Carner Ave. N Charleston, SC 29405	74,000	\$ _____	\$ _____
Corcoran Elementary 8585 Vistavia Road N. Charleston, SC 29406	60,776	\$ _____	\$ _____
Dunston Elementary 1825 Remount Road N. Charleston, SC 29406	35,339	\$ _____	\$ _____
Mary Ford Elementary 3180 Thomasina McPherson Blvd N. Charleston, SC 29405	79,642	\$ _____	\$ _____
Child & Family/Mobile Campus 3180 Thomasina McPherson Blvd. N Charleston, SC 29405	8,616	NO KITCHEN	\$ _____
Goodwin Elementary 5501 Dorchester Road N. Charleston, SC 29418	66,052	\$ _____	\$ _____
Hunley Park Elementary 1000 Michigan Ave N. Charleston, SC 29404	67,341	\$ _____	\$ _____

Hursey Elementary 4542 Simms St N. Charleston, SC 29406	51,822	\$ _____	\$ _____
Ladson Elementary 3321 Ladson Road Ladson, SC 29456	64,960	\$ _____	\$ _____
Lambs Elementary 6800 Dorchester Road N. Charleston, SC 29418	64,359	\$ _____	\$ _____
Midland Park Primary 2415 Midland Park road N. Charleston, SC 29405	54,871	\$ _____	\$ _____
North Charleston Elementary 4921 Durant Ave N. Charleston, SC 29405	92,963	\$ _____	\$ _____
North Charleston Creative Arts 1600 Sarnac St. N Charleston, SC 29406	86,000	\$ _____	\$ _____
Pepperhill Elementary 3300 Creola Road N. Charleston, SC 29420	73,885	\$ _____	\$ _____
Liberty Hill Academy 5025 West Enterprise St N. Charleston, SC 29405	31,716	\$ _____	\$ _____
Bridge View Drive Offices 3999 Bridge View Dr N. Charleston, SC 29405	36,714	NO KITCHEN	\$ _____
Northwoods Middle 7763 Northside Dr. N Charleston, SC 29420	133,253	\$ _____	\$ _____
Pinehurst Elementary 7749 Pinehurst St. N Charleston, SC 29420	88,336	\$ _____	\$ _____

Zucker Middle School 6401 Dorchester Rd. N Charleston, SC 29418	133,854	\$ _____	\$ _____
Durham Bus Lot 2712 Rourke St. N Charleston, SC 29405	2,400	NO KITCHEN	\$ _____
Deer Park Middle 2263 Otranto Rd N Charleston, SC 29406	52,456	\$ _____	\$ _____
Schools - District 10	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
West Ashley HS 4060 West Wildcat Blvd Charleston, SC 29414	336,957.00	\$ _____	\$ _____
West Ashley Middle 1776 Kennerty Dr Charleston, SC 29407	126,859.00	\$ _____	\$ _____
St. Andrews Middle 721 Wappoo Road Charleston, SC 29407	124,337.00	\$ _____	\$ _____
District 10 Office Wappoo Rd. Charleston, SC 29407	3,000.00	NO KITCHEN	\$ _____
Drayton Hall Elementary 3183 Ashley River Road Charleston, SC 29414	86,509.00	\$ _____	\$ _____

C.E. Williams Middle School for Creative and Scientific Arts 640 Butte St Charleston, SC 29414	87,254.00	\$ _____	\$ _____
Ashley River Creative Arts Elementary 1871 Wallace School Road Charleston, SC 29407	91,706.00	\$ _____	\$ _____
CCSD Taping Center 1871 Wallace School Rd. Charleston, SC 29407	1,421.00	NO KITCHEN	\$ _____
Springfield Elementary 2741 Clover St Charleston, SC 29414	69,000.00	\$ _____	\$ _____
Montessori Community School 2122 Wood Ave Charleston, SC 29414	54,761.00	KITCHEN SHARED WITH SPRINGFIELD ES	\$ _____
Oakland Elementary 505-A Arlington Dr Charleston, SC 29414	74,408.00	\$ _____	\$ _____
St. Andrews School of Math and Science 30 Chadwick Dr Charleston, SC 29407	96,030.00	\$ _____	\$ _____
West Ashley Head Start 1401 Ashley River Rd Charleston, SC 29407	8,091.00	\$ _____	\$ _____
Orange Grove Charter Elementary 1225 Orange Branch Road Charleston, SC 29407	2500.00	\$ _____	NO CAMPUS SERVICE
Orange Grove Charter Middle 505-B Arlington Drive Charleston, SC 29414	1500.00	\$ _____	NO CAMPUS SERVICE

Schools - District 20	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
Burke HS/Simmons Pinckney MS 244 President St Charleston, SC 29403	297,247.00	\$ _____	\$ _____
Charleston Progressive 382 Meeting St Charleston, SC 29403	78,299.00	\$ _____	\$ _____
Buist Academy 103 Calhoun St Charleston, SC 29401	86,868.00	\$ _____	\$ _____
75 Calhoun 75 Calhoun St. Charleston, SC 29401	87,905.00	NO KITCHEN	\$ _____
Memminger Elementary 20 Beaufain St Charleston, SC 29401	79,388.00	\$ _____	\$ _____
Mitchell Elementary 2 Perry St Charleston, SC 29403	60,359.00	\$ _____	\$ _____
Sanders-Clyde Elementary 805 Morrison Dr Charleston, SC 29403	88,937.00	\$ _____	\$ _____
James Simons Elementary 741 King St Charleston, SC 29403	73,834.00	\$ _____	\$ _____
Charleston Math & Science 1002 King Street Charleston, SC 29403	2000.00	\$ _____	NO CAMPUS SERVICE

Schools - District 23	BLDG S.F	Monthly Kitchen Inspection / Service price (Include Culinary Arts where applicable)	Monthly Campus Inspection / Service price (Include mobile classrooms)
Baptist Hill HS 5117 Baptist Hill Road Hollywood, SC 29449	146,212.00	\$ _____	\$ _____
Jane Edwards Elementary 1960 Jane Edwards Road Edisto Island, 29438	41,441.00	\$ _____	\$ _____
EB Ellington Elementary 5440 Old Jacksonboro Road Ravenel, SC 29470	61,855.00	\$ _____	\$ _____
Schroder Middle 7224 Hwy 162 Hollywood, SC 29449	90,723.00	\$ _____ Quarterly Only	\$ _____ Quarterly Only
Minnie Hughes Elementary 8548 Willtown Road Hollywood, SC 29449	53,108.00	\$ _____	\$ _____
CC Blaney Elementary 7184 Hwy 162 Hollywood, SC 29449	49,546.00	\$ _____ Quarterly Only	\$ _____ Quarterly Only

MISCELLANEOUS PRICING SHEET

Service	Service Cost
Nuisance Pest removal - Alligator	\$ _____
Nuisance Pest removal - Raccoon	\$ _____
Nuisance Pest removal - Snake	\$ _____
Nuisance Pest removal - Other	\$ _____
Rodent trapping / service - per visit	\$ _____
Flea Treatment - per classroom (approx 900sq. ft.)	\$ _____
Bed Bug Dog inspection - Per visit	\$ _____
Bed Bug treatment - Per Classroom (approx 900sq. ft.)	\$ _____
Wasp Nest Removal - per visit	\$ _____
Ant treatment - Interior	\$ _____

Ant treatment - Exterior	\$ _____
Hourly Rate for Other Nuisance Pest removal	\$ _____

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Charleston County School District, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date to 90 days hence.
3. **The bidder finally agrees that this RFP supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.**

 Company Name

 Name of Authorized Rep. – Typed or Printed

 Street Address/P.O. Box

 Signature of Authorized Representative

 City/State/Zip

 Date

9.0 ATTACHMENTS TO SOLICITATION

Attachment A

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity?
 (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

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

- _____ Traditional minority
- _____ Traditional minority, but female
- _____ Women (Caucasian females)
- _____ Hispanic minorities
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Attachment B

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your bid/proposal

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes

Responsiveness will be evaluated against the solicitation **not** against this checklist.

You do not need to return this checklist with your response.

**Attachment C
QUESTIONNAIRE**

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past three (3) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # _____

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: B2003 District Wide Pest Control Integrated Management Program

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

- 6. We do not sell the items/service on which bids are requested.

- 7. Other

- 8. We wish to remain on the bidders' list.
- 9. We wish to be deleted from the bidders' list.
- 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____