

May 15, 2019

To Whom It May Concern:

You are invited to submit a proposal for Athletic Facility Management and Maintenance for Swansea High School located at 500 East First Street, Swansea, SC 29160. The Request for Proposals is attached and contains the scope of work to be completed under the contract. A site visit is required in order to submit a proposal.

Proposals must be received by 1:30 pm on Wednesday, May 29, 2019 at the Monroe Pinckney Administrative Offices, Lexington School District Four, 607 East Fifth Street, Swansea, SC 29160.

Please call me at 803-490-7000 to schedule a site visit.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dave Toole', with a long horizontal line extending to the right.

Dave Toole
Director of School Operations

REQUEST FOR PROPOSALS

Lexington School District Four (The District) is requesting proposals for *Athletic Facility Management and Maintenance* for Swansea High School located at 500 East First Street, Swansea, SC 29160. The Request for Proposals is attached and contains the scope of work to be completed.

GENERAL NOTICES

- The District reserves the right to reject any or all proposals or to cancel this request in its entirety.
- All proposals will be treated as public information unless it is specifically requested that portions of the proposals be treated as Trade Secrets under the Freedom of Information Act. Such portions must be conspicuously labeled *CONFIDENTIAL*.
- The District may cancel the contract at any time in the event services prove to be unsatisfactory.

DISTRICT REPRESENTATIVE

Dave Toole
Director of School Operations
Lexington School District Four
607 E. Fifth Street
Swansea, SC 29160
(803) 568-1000 Ext. 10031
dtoole@lexington4.net

PROPOSED SCHEDULE OF EVENTS

Questions will be taken as requested. It is important that you contact me by phone if you send an email to ensure I have received the email.

Direct all questions through e-mail to:

Dave Toole
dtoole@lexington4.net

Work Site Visit
Required

Proposals Received

One (1) hardcopy of the proposal must be received no later than 1:30 pm on Wednesday, May 29, 2018 at:

Monroe Pinckney Administrative Office
Lexington School District Four
607 East Fifth Street
Swansea, SC 29160

Please indicate, "Athletic Facility Management and Maintenance" on the outside of the envelope of the sealed proposal. Proposals will be opened at 1:31 pm on Wednesday, May 29, 2019 at the Administrative Office. Any proposal received later than the specified time will not be considered.

Notice of Award

Notice of Intent to Award will be made via phone/email/mail to the selected vendor/contractor within five business days of the bid opening.

Right to Protest

Protest of the contract award must be made in writing to the district superintendent no later than 1:30 p.m. Wednesday, June 12, 2019 to:

Robert Maddox, Ph.D.
Superintendent
Lexington School District Four
607 East Fifth Street
Swansea, SC 29160

Work Location and Schedule

All work will be conducted on-site at the scheduled locations.

VENDOR SELECTION

The District will select the vendor whose proposal represents the **best value** for the District. Selection will not be made solely on price.

District will consider:

1. Comprehensiveness of work plan
2. Technical experience of the firm
3. Credentials and qualifications of staff
4. References and past work experience
5. Cost
6. Product

SCOPE OF WORK

Furnish all equipment, labor and materials necessary to complete the following:

Swansea High School Athletic Facility Management & Maintenance Contract

Start Date: Upon Bid Selection

End Date: June 30, 2022

Owner: Lexington School District Four

POC: Dave Toole

Address: 607 East 5th Street Swansea, SC 29160

Telephone: 803-490-7000

Email: dtoole@lexington4.net

General Conditions

1. **Force Majure:** The contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of god or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control of the contractor, and without fault or negligence. By no means shall the contractor include the services of a sub-contractor to perform the details of this contract. By such actions all Force Majure rights will be voided.
2. **Publicity Releases:** The contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the district.
3. **Quality of Products:** Unless otherwise indicated in this contract, it is understood and agreed that any item offered or shipped on this contract shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and the prices include standard commercial packaging. All items should be certified sports turf products as well.
4. **SC Law Clause:** The contractor must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. The contractor agrees to subject himself to the jurisdiction and process of the courts of the state of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as the liability for taxes, license, or fees levied by the state.

5. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by Lexington School District Four providing a 30 day advance noting in writing to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of Lexington School District Four without the required 30 days advance written notice, then the district representative may negotiate reasonable termination cost, if applicable.
 - b. **Termination for Cause:** Termination by Lexington District Four for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The 30 days advance notice requirement is waived.
6. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the districts purchasing office.
7. **Indemnification:** The district, it's officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the district or failure of the district to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractors bid.
8. **Payment:** Payment for the full contract with be divided into 12 payments and payment in a monthly payment on the 1st of each month. Termination of the contract will result in the payment of the materials and labored completed up to the date of the termination of the contract.
9. **Credentials, Licenses, and Permits:** This contract requires a licensed and certified Sports Field Manager to oversee the specifications of this contract. The contractor is also required to have a SC Pesticide License, and all license or permits required to operate in the contracts work zone locations.
10. **Keys:** One set of keys to the locks for the Swansea High School Athletic Facility's shall be designated to the contractor. Keys shall not be duplicated and must be returned and documented at any point termination of the contract takes place.
11. **Liability:** The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees while they are on premises. The contractor or insurer shall reimburse Lexington District Four for any such damage or loss within 30 days after a claim is submitted. For example: windows, doors, car windows, and windshields etc.
12. **Equipment and Supplies:** The contractor shall only use certified sports turf equipment during the mowing and management of the facility.
13. **Default:** Failure to satisfactorily perform the services required by the contract will be grounds to declare the contractor in default.

SPECIFICATIONS

These specifications cover provisions for Swansea High School Athletic Facilities Management. Including all turf management, turf maintenance, irrigation maintenance/repair and infield preparation. This also includes all reasonable and necessary labor, supervision, equipment, and supplies in order to keep the contracted areas neat, well groomed, and presentable.

Facilities(7.4 acres of playing surface)

Swansea High Doug Bennett Stadium

Swansea High Baseball Field

Swansea High Softball Field

Swansea High Track Field

General Specifications (Chemical and Granular Applications)

1. The contractor shall supply all material and labor necessary to comply with the specifications of this contract. This includes all fertilizers, herbicides, and pesticides, soils and sand for top dressing, and infield clay needed to baseball and softball.
2. The contractor shall have proof of MSDS for all chemicals to be used seventy two hours prior to the application of the product. Upon request from the district, the contractor shall provide such proof. All chemicals shall be approved for use in school and athletic facilities. All chemicals should be applied with a certified turf sprayer, with computer generated rate control systems to insure the proper labeled amount is applied during each application.
3. The contractor shall keep a chemical log of all applications and comply with all local, state, and federal laws relating to chemical applications.
4. All equipment used on this project shall meet OSHA standards for safety and any other federal, state, or local laws and/or regulations that may pertain to this solicitation.
 - a. All noise reduction devices as designed by the equipment manufacture shall be maintained in good working order on all equipment to minimize noise during school hours.
 - b. Equipment shall not be housed or left on Swansea High School property unattended. Without approval of Lexington School District Four.
5. All Fertilizer applications must be properly watered in to assure effectiveness.
6. The contractor must notify the district and Swansea High School athletic director/coaches of upcoming applications 72 hours prior to insure practice schedules are set so athletes do not come in instant contact with chemicals.
7. The Contractor will be responsible for all verticutting, aeration, top dressing, chemical treatment for both weeds, fungus, and insects, as well as, fertilization.
 - a. All fields should be core aerated at least once per year with a PTO-Driven deep tine aerifier. Aeration should be performed with a spike hollow tine 1" in diameter and 6 to 8 inches in depth. Spacing should be based on a 2 to 3 inch spacing.

- b. Verticutting should take place at least twice a year.
- c. Top dressing on all fields should be at least 1" thick in surface thickness.
With a certified top dressing material.

Turf Management Requirements

1. June

- Herbicide Application (FB,TF,BB,SB)
- Core Aeration (FB,TF,BB,SB)
- Verticut and aeration core cleanup(FB,TF,BB,SB)
- Top dressing of Aerified surfaces (350 ton) (FB,TF,BB,SB)
- Fertilize Application(FB,TF,BB,SB)

2. July

- Growth Regulator / Iron application (FB,TF,BB,SB)
- Herbicide Application (FB,TF,BB,SB)

3. August

- Growth Regulator / iron treatment (FB,TF,BB,SB)
- Fertilize application (FB,TF)

4. September

- Pre-Emerge application (FB,TF,BB,SB)
- Testing and Adjustment of Irrigation

5. October

- Fertilize application on overseeded fields
- Rye Grass application on baseball and softball fields

6. November

7. December

8. January

9. February

- Fertilize application on over seeded fields

10. March

- Blanket Pre- Emerge Application (FB,TF,BB,SB)
- Testing and adjustment of irrigation system
(repair parts will be billed separately)
- Fipronil Application
- Fertilize application (FB,TF)

11. April

- Fertilize application on over seeded fields

12. May

- Herbicide Application (FB,TF,BB,SB)

General Specifications (Overseed on Baseball & Softball)

1. Contractor will provide a certified annual rye grass to be applied to the softball and baseball turf areas.
2. The seed will be applied at a rate of 600 lbs. per acre.
3. The contractor will scalp mow and verticut both fields before applying seed.
4. The contractor will apply the seed with a broadcast spreader, in a 2 direction pattern.
5. A touch up application should be applied after germination to insure complete coverage.

General Specifications (Mowing)

1. The contractor shall use specialized sports turf mowers on all playing surfaces at Swansea High School Athletic Facilities.
 - a. The 419 Bermuda shall be maintained at a ¾ inch mowing height during the growing season and raised to 1 inch during the off season.
 - b. The annual rye shall be mowed at a 1 inch mowing height.
2. The contractor is responsible for mowing all athletic fields before every home game. Fields should be clean of debris and grass clippings before start of game.
3. Mowing directions on all turf surfaces shall be maintained in clock wise mowing rotation to insure no rutting of the playing surfaces.
4. All fields shall be striped before all home games. Including a rainbow pattern on the softball and baseball fields.
5. All mowing schedules should be coordinated with the Swansea High School coaching staffs to insure no interruption of the field painting schedules for sporting events.
6. The contractor will be responsible for all repairs due to damage from equipment malfunctions. For example Hydraulic oil burn or equipment break down.
7. No Sub Contracting of mowing services are allowed. All work must be completed by the contractor.

General Specifications (Infield Laser Grade to be completed in January)

1. The contractor shall remove all infield lips from the baseball and softball fields.
2. All clay must be roto tilled and all unwanted debris and materials must be removed.
3. The infield should be laser leveled with a certified leveling system to insure all water runs off the playing surface with affection the slope of play.
4. Both mounds should be conditioned with mound clay as well as the bull pen areas.
5. All clay areas should be sterilized to insure no unwanted vegetation.
6. Both home plate areas should be treated with field conditioner.
7. The contractor will add any clay needed to any low areas during the leveling of the infields. (The clay will be billed separately)
8. A final grade will be performed to insure a proper playing surface for immediate play.

Special Conditions (Insurance)

1. The contractor shall provide and maintain during the entire period of performance under this contract, the following insurance.
 - a. Workman’s Compensation: Must meet requirements of S.C. Law regarding Workman’s Compensation insurance.
 - b. Contractor’s Liability Insurance: Limits of coverage shall not be less than \$250,000/\$500,000 bodily injury and \$100,000 property damage each accident (\$300,000 aggregate).
 - c. Vehicle Insurance: Limits of coverage shall not be less than \$250,000/\$500,000 bodily injury and \$100,000 property damage.
 - d. The contractor must be cleared through a SLED check to be authorized to be around children and staff in the High School. The contractor is responsible for supplying the SLED check.
 - e. The contractor shall provide a completed Federal W-9 Form
 - f. The contractor must stipulate that he is responsible for running a National Sex Offender Registry check on his employees who work under this contract.

Turf Management Cost _____

Turf Maintenance Cost _____

Infield Preparation Cost _____

Total _____

Monthly Breakdown _____

By signing below, the bidder agrees to all the terms and conditions of the above contract. Any deviations from this contract shall result in immediate termination.

Director of Operations
Lexington School District Four

Date

Contractor Signature

Date

- **Please attach of copy of company license, credentials to perform work, documentation of a certified Sports Field Manager on staff, insurance requirements, and W-9.**

