

# **MARION COUNTY SCHOOLS**

## **INVITATION FOR BID**

Solicitation: 2122-07 Pest

Issue Date: **05/21/2021**

Buyer: Leon Sturkey

Phone: (843) 423-1811

Email: [lsturkey@marion.k12.sc.us](mailto:lsturkey@marion.k12.sc.us)

### SUBMIT YOUR SEALED OFFER TO THE FOLLOWING:

Leon Sturkey, Director of Operations  
Marion School District  
719 North Main Street  
Marion, SC 29571

**DESCRIPTION: Pest Control Services for District Schools, Kitchens, and Facilities**

*The term "Offer" means your "Bid" or "Proposal"*

**SUBMIT OFFER BY (Opening Date/Time): June 14, 2021 / 9:00 a.m.**

See provision entitled "DEADLINE FOR SUBMISSION OF OFFER" in Section II. A. Bids may be submitted electronically to [lsturkey@marion.k12.sc.us](mailto:lsturkey@marion.k12.sc.us)

**LOCATION:** See Receptionist at District Office, 719 N. Main Street, Marion SC 29571.

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) signed original and One (1) copy.

**WRITTEN QUESTIONS MUST BE RECEIVED BY: June 07, 2021.**

See provision entitled "QUESTIONS FROM OFFERORS" in Section II. A.

**AWARD & AMENDMENTS:** The Award, or Notice of Intent to Award, will be posted at:

[http://www.marion.k12.sc.us/Administrative Departments/Operations/Procurement Services](http://www.marion.k12.sc.us/Administrative%20Departments/Operations/Procurement%20Services), on or about **06/21/2021**. There is no need to Login to the website to access the Procurement Services web pages. Amendments will be posted on the Procurement Services web pages as well.

**CONFERENCE TYPE: None - Not Applicable**

You must submit a signed copy of this form and Page Two with Your Offer (**see Part IV: Information to Submit**). 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 thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the Offer)		OFFEROR'S TYPE OF ENTITY: <b>(Check One)</b>	
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding Offer to enter Contract on behalf of Bidder named above)		<input type="checkbox"/> SOLE PROPRIETOR SSAN _____ - _____ - _____	
		<input type="checkbox"/> CORPORATION TIN _____ - _____	
		<input type="checkbox"/> SC MINORITY VENDOR CERTIFICATE NO. _____	
		<input type="checkbox"/> OTHER _____	
STREET			
CITY	STATE	ZIPCODE	
TITLE (Business title of person signing above)		DATE	TELEPHONE

**PAGE TWO**  
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Bidderr's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and Contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Phone Number	Extension	Fax Number
	E-mail Address			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			

ACKNOWLEDGMENT OF AMENDMENTS  Bidder acknowledges receipt of Amendments by indicating Amendment Number, and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<u>CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS</u>		
_____ (Classification)	_____ (Sub classification)	_____ (Limitations)
_____ (SC Contractor's License Number)		

## **I. SCOPE OF SOLICITATION**

### **SCOPE**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. Marion County Schools (District) is soliciting Request for Proposal (RFP) from qualified contractors for pest control services for all District schools, kitchens, and facilities in accordance with all requirements stated herein. The District has schools, kitchens, athletic facilities, and other administrative facilities located throughout Marion County. The service is to be performed once monthly, at a time convenient to the District; after school hours, or when school is not in session. The service shall be bid on a flat/fixed rate.

### **MAXIMUM CONTRACT PERIOD – ESTIMATED**

July 1, 2021 through June 30, 2022 with the option to renew automatically at the end of each term, for a maximum of *two* (2) renewals. Any resulting contract will begin on the date specified in the Notice of Award. See clause entitled “TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD”, and clause entitled “TERM OF CONTRACT – OPTION TO RENEW” in Part VII B.

## **II. INSTRUCTIONS TO OFFERORS**

### **A. General Instructions**

#### **AMENDMENTS TO SOLICITATION**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Bidders should monitor the following web site for the issuance of Amendments: <http://www.marion.k12.sc.us/admin...department /Operations.../Procurement Services>. There is no need to login to the website. (b) Bidders shall acknowledge receipt of any Amendment to this Solicitation (1) by signing and returning the Amendment, (2) by identifying the Amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a Bid that indicates in some way that the Bidder received the Amendment. (c) If this Solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### **AWARD NOTIFICATION**

Notice regarding the District's intent to award a Contract will be posted at <http://www.marion.k12.sc.us... /Directory / Procurement Services>. There is no need to login to the website. The proposed date of posting will be announced at bid opening. 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 Bidders responding to the Solicitation. Should the Contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars or more, such notice will be sent to all Bidders responding to the Solicitation and any Award will not be effective until the eleventh day after such notice is given.

#### **BID/PROPOSAL AS OFFER TO CONTRACT**

By submitting Your Bid or Proposal, you are offering to enter into a Contract with the Marion County Schools District. Without further action by either party, a binding Contract shall result upon final award. Any Award issued will be issued to, and the Contract will be formed with, the entity identified as the Bidder on the Cover Page. An Offer may be submitted by only one legal entity; “Joint Bids” are not allowed.

#### **BID ACCEPTANCE PERIOD**

In order to withdraw Your Bid after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

[Continued on next page]

**BID IN ENGLISH & DOLLARS**

Bidders submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS, INCLUDING PROPER SC CONTRACTOR'S LICENSE, WHEN REQUIRED**

(a)(1) By submitting a bid, Bidder certifies, to the best of its knowledge and belief, that: (2) Bidder and/or any of its Principals: (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any state or federal agency; (B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) Contract or Subcontract; violation of federal or state antitrust statutes relating to the submission of Offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (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)(3)(B) of this provision. (D) **Bidder, and any sub-contractors, have the required contractor's licenses and limitations to Bid this work at the Bid Price offered.**

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

(ii) Bidder has not, within a three-year period preceding this bid, had one or more Contracts terminated for default by any public (federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to Contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the bid nonresponsive. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder 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 Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the Contract resulting from this Solicitation for default.

**CODE OF LAWS AVAILABLE**

The South Carolina Code of Laws, including the District's Procurement Code, is available at <http://www.marion.k12.sc.us / Directory / Procurement Services>. There is no need to login to the website.

**COMPLETION OF FORMS / CORRECTION OF ERRORS**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the Bid. Do not modify the Solicitation document itself (including Bid Schedule). (Applicable only to Offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF BID**

Any bid received after the Procurement Officer or his 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 the District's mail room which services that purchasing office prior to the Bid opening. [SC Reg. § 19-445.2070(H)]

**DEFINITIONS - EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION:**

AMENDMENT – means a document issued to supplement the original Solicitation document. BOARD – means the Marion County Board of Education.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any Contract accomplished by mutual agreement of the parties to the Contract.

CONTRACT – See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the Contractor to make changes which the changes clause of the Contract authorizes the Procurement Officer to order without the consent of the Contractor.

CONTRACTOR – means the Bidder receiving an Award because of this Solicitation.

COVER PAGE – means the top page of the original Solicitation on which the Solicitation is identified by number. Bidders are cautioned that Amendments may modify information provided on the Cover Page.

DAYS - means **calendar days**. In computing any period prescribed by this Code, or by any order of the Procurement Review Panel, the day of the event from which the designated time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday, or a legal holiday for the District, then the period shall run to the end of the next business day.

DISTRICT – means the Marion School District identified on the Cover Page.

OFFER – means the Bid or Proposal submitted in response to this Solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the Offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and Bid/Proposal as Offer to Contract.”

ORDERING ENTITY – means the District unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original Solicitation, which is labeled Page Two.

PRICE – means the total amount in money to be paid or charged for a commodity or service; includes all costs (direct labor, overhead, materials) and profit or fee.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page. YOU and YOUR – are used interchangeably with the term “Offeror”.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR – means any person having a Contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this Solicitation.

WORK – means all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

**DISTRICT OFFICE CLOSINGS**

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 workday on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule Bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.marion.k12.sc.us . . / Directory / Procurement Services>. There is no need to login to the website.

**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** Bidder, by submitting an Offer, represents that it has read and understands the Solicitation and that its bid is made in compliance with the Solicitation. Bidders are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting [Continued on next page]

statements in the Solicitation. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity in the Solicitation that the bidder does not bring to the District's attention.

### **ETHICS ACT**

By submitting a bid, you certify that you are following 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 [SC Code § 8-13-790], (b) Recovery of kickbacks [SC Code § 8-13-790], (c) Offering, soliciting, or receiving money for advice or assistance of public official [SC Code § 8-13-720], (d) Use or disclosure of confidential information [SC Code § 8-13-725], and (e) Persons hired to assist in the preparation of specifications or evaluation of bids [SC Code § 8-13-1150].

### **ILLEGAL IMMIGRATION**

By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractor or sub-subcontractor. Pursuant to SC Code §8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractor's language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

### **OMIT TAXES FROM PRICE**

Do not include any sales or use taxes in your price that the District may be required to pay.

### **PROCUREMENT OFFICER AS PROCUREMENT AGENT**

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District about this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the District acting on behalf of the District pursuant to the District's Procurement Code. Any Contracts awarded because of this procurement are between the Contractor and the District. The District is not a party to such Contracts, unless and to the extent that the District 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.

### **PROTESTS**

Any prospective Bidder, Contractor, or Subcontractor who is aggrieved in connection with the Solicitation of a Contract shall protest within fifteen days of the date of issuance of the applicable Solicitation document at issue. Any actual Bidder, Contractor, or Subcontractor who is aggrieved in connection with the intended Award or award of a Contract shall protest within ten days of the date notification of Award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, 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. [SC Code § 11-35-4210]

### **PUBLIC OPENING**

Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last

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Amendment, whichever is applicable.

### **REJECTION/CANCELLATION**

The District may cancel this Solicitation in whole or in part and may reject any or all Proposals in whole or in part, **consistent with District Code § 1710.1** which discusses the limited reasons for Rejection/Cancellation. [SC Code § 11-35-1710 & SC Reg. § 19-445.2065]

### **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. Bidders may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this Solicitation is an Invitation for bids, each separate Offer must be submitted as a separate document. If this Solicitation is a Request for Proposals, multiple Offers may be submitted as one document, if you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which 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. Bidders 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 Officer. [SC Reg. § 19-445.2070; SC Code § 11-35-1520(13)] (d) Price Reasonableness. Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [SC Reg. §. 19-445.2070] (e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid is 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 the Marion School District or its employees, agents, or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a Contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to the District or its employees, agents, or officials prior to Award.

### **SIGNING YOUR OFFER**

Every Offer must be signed by an individual with actual authority to bind the bidder. (a) If the bidder is an individual, the Offer must be signed by that individual. If the bidder 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 bidder 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 bidder 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 bidder is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs



(a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, bidder must provide proof of the agent's authorization to bind the principal.

#### **SUBMITTING CONFIDENTIAL INFORMATION**

For every document bidder submits in response to or regarding this Solicitation or request, bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in SC Code § 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in SC Code § 11-35-410. For every document, the bidder submits in response to or regarding this Solicitation or request, bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that bidder contends contains a trade secret as that term is defined by SC Code § 39-8-20 of the Trade Secrets Act. For every document bidder submits in response to or about this Solicitation or request, bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that bidder contends is protected by SC Code § 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, Proposal, Quote, etc.) as "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED"! If your response or any part thereof, is improperly marked as "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", the District may, in its sole discretion, determine it nonresponsive. 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, bidder (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 bidder's marking of documents, as required by these Bidding instructions, as being either "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED". By submitting a response, bidder agrees to defend, indemnify, and hold harmless the District, its officers 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 bidder marked as "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED". (All references to S.C. Code of Laws.)

#### **SUBMITTING YOUR OFFER OR MODIFICATION**

(a) Offers and Offer modifications shall be submitted in sealed envelopes or packages – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the Solicitation number, the name and address of the Bidder, and if required, the **SC Contractor's License Number, Classification, and Limitation**, **all clearly marked on the outside of the envelope or package**. (b) If you are responding to more than one Solicitation, each Offer must be submitted in a different envelope or package. (c) Each bidder must submit the number of copies indicated on the Cover Page. (d) Bidders 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the Solicitation.

#### **TAXPAYER IDENTIFICATION NUMBER**

(a) If the bidder is owned or controlled by a common parent as defined in paragraph (b) of this provision, bidder shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of  
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corporations that files its Federal income tax returns on a consolidated basis, and of which the bidder is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the bidder in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If bidder does not have a TIN, bidder shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) bidder is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Bidder is an agency or instrumentality of a state or local district; (iii) Bidder is an agency or instrumentality of a foreign district; or (iv) Bidder is an agency or instrumentality of the Federal District. See clause entitled INFORMATION FOR OFFERORS TO SUBMIT – IRS FORM W-9 in Part IV.

#### **WITHDRAWAL OR CORRECTION OF OFFER**

Offers may be withdrawn by written notice 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. The withdrawal and correction of Offers is governed by SC Code § 11-35-1520 and SC Reg. § 19-445.2085.

## **II. INSTRUCTIONS TO OFFERORS**

### **B. Special Instructions**

#### **BID BOND**

**[NOT APPLICABLE]** Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina, or a certified check. The amount of surety shall be five percent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the District.

#### **CLARIFICATION**

Pursuant to SC Code §11-35-1520(8), the Procurement Officer may elect to communicate with You after opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with bidders who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation. [SC Code § 11-35-1520(8) and SC Reg. § 19-445.2080]

#### **DISCUSSIONS & NEGOTIATIONS**

Submit your best terms from a cost or price and from a technical standpoint. Your Proposal may be evaluated, and your Offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive Proposals will be rejected outright. Nevertheless, the District may elect to conduct discussions, including the possibility of limited Proposal revisions, but only for those Proposals reasonably susceptible of being selected for Award. If improper revisions are submitted, the District may elect to consider only your unrevised initial Proposal. [SC Code §11-35-1530(6); SC Reg §19-445.2095(1)] The District may also elect to conduct negotiations, beginning with the highest ranked bidder, or seek best and final Offers, as provided in SC Code §11-35-1530(8). If negotiations are conducted, the District may elect to disregard the negotiations and accept your original Proposal.

#### **DISCUSSIONS WITH BIDDERS**

After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your Bid. Discussions are possible only if Your Bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the Solicitation's requirements. Any discussions will be documented in writing and shall be included with the Bid.

#### **DISCUSSIONS WITH OFFERORS**

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After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [SC Code § 11-35-1530(6)]

**PROTEST – CHIEF PROCUREMENT OFFICER – ADDRESS**

Any prospective Proposer, bidder, Contractor, or Subcontractor who is aggrieved in connection with the Solicitation of a Contract shall protest to the Purchasing Coordinator within fifteen (15) days of the date of issuance of the IFB/RFP or other Solicitation documents whichever is applicable or any amendment thereto if the amendment is at issue. Any Proposer, Bidder, Contractor, or Subcontractor who is aggrieved in connection with the intended Award or Award of a Contract shall protest to the Purchasing Coordinator within ten (10) days of the date the Notice of Award is posted. Right to Protest shall not apply to small purchases (under \$50,000 in actual or potential value). Any protest must be submitted in writing to the Chief Procurement Officer at the name and address found on the Cover Page.

**SITE VISIT**

Your failure to visit the site will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at a site visit. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in this Contract.

**III. SCOPE OF WORK / SPECIFICATIONS**

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER**

After award, all deliveries shall be made, and all services provided to the location specified by the Marion County School District in its purchase order.

**QUALITY – NEW**

All items must be new.

**SCOPE OF WORK/SPECIFICATIONS – PESTICIDE APPLICATION SERVICES District Background**

It is the District's intent to seek a qualified Contractor for pest control services for all District facilities. The District is currently comprised of two (2) high schools, three (3) middle schools, six (5) elementary schools, fourteen (14) other facilities, (administrative offices, maintenance facilities, transportation facilities, and athletic facilities). The District operates eleven (11) school kitchens. See listing in Part IX ATTACHMENTS TO SOLICITATION.

**General Scope of Services**

1. Contractor shall provide annual, monthly, and emergency services to all District locations as outlined within the Scope of Work.
2. Contractor shall furnish all personnel, parts, materials, equipment, insurance permits, and fees necessary to provide pest control services in all the facilities of the District for control and/or extermination of the pests listed below. Facilities are defined to include portable classroom units on school campuses.

**Pests List**

Ticks	Water bugs	Hornets	Silverfish	Rats
Mice	Fleas	Roaches	Scorpions	Bees
Lice	Ants	Wasps	Spiders	Bed Bugs

**Treatments**

All treatments shall be provided in the pricing on the Bidding Schedule.

[Continued on next page]

**A. Annual Treatment**

All facilities of the District (including student classrooms) shall be completely treated on an annual basis. This treatment shall take place during the weeks of June each year when the District is only open Monday through Thursday each week.

**B. Monthly Treatment**

The following areas shall be treated monthly, July – June:

**Facility A** Kitchen Area Serving

Line Area Dining Area

Food Supply Area Food

Preparation Area Dishwashing  
Room

Food Service Washroom Garbage

Storage Room Can Washroom

Dumpsters/Immediate Areas

**Facility B**

School Reception/Office Areas and  
Bookroom

Office Restroom & Lounge

Custodial Supply Closet Water

Fountain Areas

Concession/Canteen Area Home

Economics Area High School

Performing Arts Buildings/Areas

w /Concessions

**Facility C**

Stadium's w/Concessions Ball

Field Areas w/Concessions

Concessions Serving Areas

Vending Areas

Food Preparation Areas Restrooms

Dumpsters/Immediate Areas

C. Emergency Treatment

Contractor shall respond within 24 hours of notice to service requests for emergency treatment for any area which may arise between visits.

D. Emergency Treatment Outside Facility A, B, and C

On occasion it will be necessary to treat classrooms or portables not included in the monthly treatment detailed for Facility A, B, and C. A unit price shall be provided for each of these treatments.

Nature of Work and Materials Utilized

A. All work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures.

B. In view of the inherently dangerous character of rodenticides and insecticides, the Contractor shall make certain the methods used in the pest control work shall not constitute a fire hazard nor violate any federal, state, or local applicable laws.

1. In the control operations, only those insecticides and rodenticides recommended or suggested by the US Public Health Services and/or US Food and Drug Administration and/or the US Bureau of Entomology and Plant Quarantine and/or SC Department of Pesticide Regulation for places of the same status as the District's premises shall be used.
2. Each such insecticide and rodenticide shall be used in conformity with the recommendations of said Agencies and the precautions recommended will be strictly observed and adhered to by the Contractor.
3. If any insecticides or rodenticides do not meet with the entire satisfaction of any of these Agencies, the use in place of the same status as the District's premises (even though it may have been recommended by one or more of the other agencies) such insecticide shall not be used on District's premises.
4. All services shall comply with all South Carolina pesticide application by-laws, etc.

Additional Fees

Additional fees will not be charged by the Contractor for treatment of the pests listed above under Contractor's Responsibility regardless of the type of service. Special treatments for pests which are not listed above under Contractor's Requirements will be obtained by the District outside of this Contract in accordance with the District's Procurement Code.

Service Schedule

A. All kitchen and serving areas will be serviced after normal working hours (usually 1:30 to 2:00 p.m., Monday through Friday). All other areas will be serviced during normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday).

B. A schedule of servicing for each school or facility shall be given to the Director of Operations within two weeks following Award of the Contract.

Precautionary Measures

The Contractor shall take all necessary precautionary measures during his work to not adversely affect human health, and to prevent injury to personnel, property, equipment, or pets in all locations. Contractor shall exercise due precautions to avoid damage to plant life (shrubs, vegetation, etc.) which are in the treatment area, and shall replace any damaged because of pest control treatment.

Pest Control Service Reports

At the time of service, the Contractor shall provide a pest control service report for each location serviced. The report must be signed by the Contractor's service technician, as well as a District representative (head custodian, principal, secretary, etc.). **A copy of the signed report shall be attached to the related invoice for payment.** No payment will be made without the Pest Control Service Report.

Additions/Deletions to Contract

Additions and/or deletions to this Contract for additional services needed or services no longer needed may be made by negotiation with the Contractor.

Accidents

The Contractor will take all precautions necessary to protect the public against injury from providing these services. Refer to Indemnification Clause in Part VII.

[Continued on next page]

Materials Required

Materials required must be in conformity with the specifications and will be subject to inspection and approval and must 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 at the risk and expense of the Contractor such portion of supplies which may be defective or fail to comply with specifications, and without validating the remainder of the order.

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION**

In addition to information requested elsewhere in this Solicitation, bidders should submit the following information for purposes of evaluation: **None - Not Applicable**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL**

Bidder shall submit a signed Cover Page and a completed Page Two. Bidder should submit all other information and documents requested in this part and in parts: II. B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in part IX. Attachments to Solicitations. **See IRS Form W-9 clause below.**

**INFORMATION FOR OFFERORS TO SUBMIT – IRS FORM W-9**

Or shall submit a completed and signed IRS Form W-9. The form and instructions are found in part IX. Attachments to Solicitations.

**MINORITY PARTICIPATION**

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
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one Minority Contractor will be utilized in the performance of this Contract, please provide the information above for each Minority Business.)

**OUTSIDE OF BID ENVELOPE:**

Bidder shall **clearly mark the outside** of the envelope, box, or package with the following: 1. **IFB Number and Title** 2. **Time and Date specified for opening** 3. **Name and address of the Bidder** 4. If required by qualifications in Part V. of the IFB, **SC Contractor's License Number; Classification; Sub-Classification; Group Limitation**. By submitting a [Continued on next page]

bid, bidder certifies that bidder, and any sub-contractors, have the required contractor's licenses and limitations to Bid this work at the Bid Price offered.

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR

To be eligible for award of a Contract, a prospective Contractor must be responsible. In evaluating a Bidder's responsibility, the District Standards of Responsibility [District Code § 1810.1.1] and information from any other source may be considered. Upon request of the District, 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 - MANDATORY MINIMUM

(a) In order to be qualified to receive Award, you must meet the following mandatory minimum qualifications: (1) Contractor shall be a full-service commercial pesticide applicator and shall have the capabilities in the handling of large pest control services for school buildings. (2) Contractor shall have experience with multi-campus institutions involving a contract of similar size and services as described in this solicitation. (3) Contractor shall have a SC Commercial Pesticide Applicator's Business License for pesticide application services as defined by the SC Department of Pesticide Regulations. (4) Contractor shall be certified as Category 7A, General/Structural Pesticide Application. (5) Contractor shall respond within 24 hours of notice of service requests for emergency treatments for any area which may arise between visits. (6) Contractor employees assigned to our District shall be trained in proper pesticide application servicing for the contracted services. (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date was established, and/or (2) any Subcontractor proposed by the bidder. **(c) Provide detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.**

### QUALIFICATIONS - REQUIRED INFORMATION

To evaluate your responsibility, Bidder shall submit the following information or documentation for the Bidder and any Subcontractor, if the value of Subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information): **(a)** Include a brief history of the Bidder's experience in providing work of similar size and scope. **(b) [Not Applicable]** a copy of your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December 1984)] **(c)** A detailed, narrative statement listing the three most recent, comparable Contracts (including contact information) which you have performed and the general history and experience of your organization. **(d)** A list of every business for which bidder has performed, at any time during the past three years, services substantially like those sought with this Solicitation. Err on the side of inclusion; by submitting an Offer, bidder represents that the list is complete. **(e)** List of failed projects, suspensions, debarments, and significant litigation.

### 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 which 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, the District may evaluate your proposed Subcontractors.

## VI. AWARD CRITERIA (only those criteria marked with an X apply)

- ☐ **AWARD BY ITEM** Award will be made by individual item.
- ☐ **AWARD BY ITEM OR LOT** Award will be made by individual items and/or complete lot(s).
- ☐ **AWARD BY LOT** Award will be made by complete lot(s).
- ☒ **AWARD CRITERIA - BIDS** Award will be made to the lowest responsible and responsive Bidder(s).

[Continued on next page]

☐ **AWARD CRITERIA – FIXED PRICE BIDDING** Award will be made to all responsive and responsible bidders.

☐ **AWARD CRITERIA – BEST VALUE BIDS** Award will be made to the highest ranked, responsive, and responsible bidder whose Offer is determined to be the most advantageous to the District.

☐ **AWARD CRITERIA – PROPOSALS** Award will be made to the highest ranked, responsive, and responsible bidder whose Offer is determined to be the most advantageous to the District.

☐ **AWARD TO MULTIPLE OFFERORS** Award may be made to more than one bidder.

☒ **AWARD TO ONE OFFEROR** Award will be made to one bidder.

☐ **CALCULATING THE LOW BID – MAINTENANCE** In calculating the low Bid, the price of your annual maintenance, less any included initial warranty period, will be considered.

☐ **EVALUATION FACTORS – BEST VALUE BID** Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each bidder. Once evaluation is complete, all responsive bidders will be ranked from most advantageous to least advantageous. Each criterion listed below will be graded individually. The maximum possible grand total score for the RFP response is 100 points.

Criterion	Maximum point value	Score
Price (Cost Proposal)	40	
Ability to meet response time requirements	20	
Ability to offer solutions to new and unfamiliar obstacles	15	
Work experience of projects with comparable sq. footage	10	
Recent, current, and projected	10	
Previous work performed for the school district	5	
Grand Total Score	100	

☐ **EVALUATION FACTORS – PROPOSALS** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive bidders will be ranked from most advantageous to least advantageous. [INSERT FACTORS HERE]

## **NEGOTIATIONS**

The Procurement Officer may elect to make an Award without conducting negotiations. However, after the Offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked bidder. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked bidders to such level of ranking as determined by the Procurement Officer.

## **UNIT PRICE GOVERNS**

In determining Award, unit prices will govern over extended prices unless otherwise stated.

## **VII. TERMS AND CONDITIONS**

[Continued on next page]



## **A. GENERAL**

### **ASSIGNMENT**

No Contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

### **BANKRUPTCY**

(a) Notice. In the event the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Marion School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District Contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This Contract is voidable and subject to immediate termination by the District upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

### **CHOICE-OF-LAW**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the Solicitation.

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**

(a) Any Contract resulting from this Solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by You and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., SC Code § 11-35-1520(8) or § 11-35-1530(6)], if applicable, (3) the Solicitation, as amended, (4) modifications, if any, to Your Offer, if accepted by the Procurement Officer, (5) Your Offer, (6) any statement reflecting the District's final acceptance (a/k/a "Award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISPUTES**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District'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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any Award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

### **EQUAL OPPORTUNITY**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to SC Code § 60-1.4, § 60-4.2, § 60-4.3, § 60-250.5(a), and § 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS**

According to the SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is "guilty" of a crime.

**FIXED PRICING REQUIRED**

Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this Solicitation, Contractor's price shall be fixed for the duration of this Contract, including option terms. This clause does not prohibit Contractor from offering lower pricing after Award.

**NON-INDEMNIFICATION**

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

**NOTICE**

(A) After Award, any Notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to Contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for Notice by giving Notice in accordance with this paragraph.

**PAYMENT**

(a) The Marion School District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Contract. Unless otherwise specified in this Contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with SC Code § 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PURCHASE ORDERS**

Contractor shall not perform any work prior to the receipt of a purchase order from the Marion School District. The District shall order any supplies or services to be furnished under this Contract by issuing a purchase order. Purchase orders may be used to elect any options available under this Contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this Contract. No particular form is required.

**SURVIVAL OF OBLIGATIONS**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification-Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**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 the District, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District'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. If the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to Contractor, Contractor shall be liable to the District 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 DUE TO UNAVAILABILITY OF FUNDS**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, [Continued on next page]

Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial Contract term.

#### **WAIVER**

The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to insist upon any term of the Contract strictly or promptly. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

### **VII. TERMS AND CONDITIONS**

#### **B. SPECIAL**

##### **ACCEPTANCE OF OFFERS 10% BELOW PRICE**

If the District is offered the exact same item on the exact same terms and conditions as those provided under this Contract by a vendor other than the Contractor (the "alternate vendor") for a price that is at least ten (10) percent less than the Contract price, the District may purchase those items from the alternate vendor if the Contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Officer in sufficient detail to satisfy the requirements of an external audit.

##### **CHANGES**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this Contract. Subparagraphs (d) to (f) apply only if services are performed under this Contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether changed by the order, an adjustment shall be made in the Contract price, the delivery schedule, or both, and the Contract modified in writing accordingly. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that the District promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written Contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

##### **COMPLIANCE WITH LAWS**

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

##### **CONTRACT LIMITATIONS**

No sales may be made pursuant to this Contract for any item or service that is not expressly listed. No sales may be made pursuant to this Contract after expiration of this Contract. Violation of this provision may result in termination of this Contract and may subject Contractor to suspension or debarment.

[Continued on next page]

**CONTRACTOR'S LIABILITY INSURANCE**

(1) 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 the types of 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: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for Contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION: State Statutory

Employers Liability \$100,000 per occurrence.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, Contractor shall provide to the District a signed original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name the Marion School District (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, Contractor shall provide to the District a written endorsement to the Contractor's general liability insurance policy that (i) names the Marion School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the Marion School District has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory.

(5) Contractor shall provide a minimum of thirty (30) days written notice to the Marion School District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of Contractor's obligations to obtain the required insurance.

**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

[Continued on next page]

assigned to them.

#### **CONTRACTOR'S OBLIGATION – GENERAL**

The Contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to perform and complete the work fully and properly. The Contractor must act as the Prime Contractor and assume full responsibility for any Subcontractor's performance. The Contractor will be considered the sole point of contact regarding all situations, including payment of all charges and the meeting of all other requirements.

#### **DEFAULT**

(a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this Contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this Contract under subdivisions (a) (1) (ii) and (1) (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies, or services like those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the Subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this Contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay Contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the District, the Contract shall be adjusted to compensate for such termination and the Contract modified accordingly subject to the Contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### **DEFAULT – SHORT FORM**

The District may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract terms and conditions, or fails to provide the District, upon request, with

[Continued on next page]

adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for all rights and remedies provided by law. If it is determined that the District improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

#### **DISPOSAL OF PACKAGING**

Contractor shall **remove offsite**, and dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. Contractor, by submitting Bid, acknowledges that District dumpsters shall not be used by Contractor for disposal of packaging, as detailed in this clause.

#### **ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES**

The District may bid separately any unusual requirements or large quantities of supplies covered by this Contract.

#### **ESTIMATED QUANTITY - UNKNOWN**

The total quantity of purchases of any individual item on the Contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

#### **INDEMNIFICATION - THIRD PARTY CLAIMS**

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the Marion School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its Subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

#### **LICENSES AND PERMITS**

During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, County, City or other District entity or unit to accomplish the work specified in this Solicitation and the Contract.

#### **PERFORMANCE BOND REQUIRED**

**[Not Applicable]** Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in-fact to bind the surety and certified to include the date of the performance bond.

#### **MATERIAL AND WORKMANSHIP**

Unless otherwise specifically provided in this Contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

#### **PRICE ADJUSTMENTS**

(1) Method of Adjustment. Any adjustment in the Contract price made pursuant to a clause in this Contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

[Continued on next page]

(b) By unit prices specified in the Contract or subsequently agreed upon;

(c) By the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed all as specified in the Contract; or subsequently agreed upon;

(d) In such other manner as the parties may mutually agree; or,

(e) In the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the Contractor shall provide reasonably available information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of SC Code §11-35-1830.

#### **SHIPPING/RISK OF LOSS**

F.O.B. Destination. Destination is the shipping dock of the Marion School District's designated receiving site, or other location, as specified herein. (See Delivery clause)

#### **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. The initial term of this agreement is one year from the effective date. Regardless, this Contract expires no later than the last date stated on the final statement of Award.

#### **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.

#### **TERM OF CONTRACT – TERMINATION BY CONTRACTOR**

Contractor may terminate this Contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

#### **TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACTS**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

#### **TERMINATION FOR CONVENIENCE – CONTRACTS PROJECTED TO BE \$100,000 OR LESS**

The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the Contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. Upon such termination, the Contractor shall (a) stop work to the extent specified, (b) terminate any Subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this Contract: (i) Contract prices for supplies or services accepted under the Contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the Contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, Contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the Subcontract contained such a clause.

#### **TERMINATION FOR CONVENIENCE – CONTRACTS PROJECTED TO BE GREATER THAN \$100,000**

(1) Termination. The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the

[Continued on next page]

District. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and Subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of Subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or Subcontracts to the District. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the Contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the Contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by SC Code § 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the Contractor may agree to a settlement and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the Contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) Contract prices for supplies or services accepted under the Contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the Contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the Contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any Subcontract shall not (i) affect the District's right to require the termination of a Subcontract, or (ii) increase the obligation of the District beyond what it would have been if the Subcontract had contained an appropriate clause.

#### **WARRANTY - ONE YEAR**

Contractor warrants all items acquired shall conform to all Contractor's representations, the requirements of this Contract, and all published documentation.

#### **WARRANTY - STANDARD**

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.



**Provide Pest Control Services for District facilities as follows, per the Scope of Work**

	<b>QTY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>1 MARION COUNTY SCHOOL DISTRICT</b>				
All Areas	11	Months	_____	_____
<b>2 MARION COUNTY SCHOOL DISTRICT ANNEX</b>				
All Areas	11	Months	_____	_____
<b>3 MARION HIGH SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
Facilities C	11	Months	_____	_____
<b>4 EASTERLING PRIMARY SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>5 MARION INTERMEDIATE SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>6 JOHNAKIN MIDDLE SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>7 PALMETTO MIDDLE SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>8 MULLINS HIGH SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
Facilities C	11	Months	_____	_____
<b>9 McCORMICK ELEMENTARY SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>10 NORTH MULLINS PRIMARY SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>11 MULLINS EARLY CHILDHOOD CENTER</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
<b>12 CREEK BRIDGE HIGH SCHOOL</b>				
Facilities A	11	Months	_____	_____
Facilities B	11	Months	_____	_____
Facilities C	11	Months	_____	_____

[Continued on next page]

<b>13 SUCCESS ACADEMY AT PALMETTO EDUCATION CENTER</b>					
Facilities A	11	Months	_____	_____	
Facilities B	11	Months	_____	_____	
<b>14 ACADEMY FOR CAREERS AND TECHNOLOGY</b>					
Facilities A	11	Months	_____	_____	
Facilities B	11	Months	_____	_____	
<b>15 CENTENARY COMMUNITY CENTER</b>					
All areas	11	Months	_____	_____	
<b>16 JUNE PEST CONTROL FOR ENTIRE DISTRICT WITH CLASSROOMS</b>					
			<b>Lump Sum Price</b>	_____	

Additional pricing required for Emergency Treatment Services, based on a Unit Price for an area the size of a classroom; approximately 800 square feet.

\_\_\_\_\_

**18 Additional Classroom Price**

## VIII. BIDDING SCHEDULE

The undersigned, as Bidder, proposes and agrees, if this Bid is accepted, to contract with the Marion 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 service, bid in full and complete accordance with the show, noted, described, and reasonably intended requirements of the Contract documents.

1. The Bidder further declares that he/she examined the specifications and scope of work and is thoroughly familiar with all conditions pertaining to the work to be performed. The Bidder also examined the Contractual documents relative thereto, and read all special provisions furnished prior to the opening of Bids; that he/she is satisfied relative to the work to be performed.
2. The Bidder agrees that this Bid pricing is valid from Bid date to sixty (60) days hence.
3. The Bidder agrees to coordinate treatment schedule with school principals, or head custodians prior to the start of work.
4. The Bidder agrees that this IFB 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.

**Narrative Statement** listing the three most recent, comparable Contracts (including contact information) which you have performed, and the general history and experience of your organization:

**Listing of every business** (with contact information) for which Bidder has performed, at any time during the past three years, services substantially similar to those sought with this Solicitation:

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

Individual Authorized to sign Bid: \_\_\_\_\_

Title of Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Date signed: \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

**IRS FORM W-9** Bidder shall submit a completed and signed IRS Form W-9. The form and instructions are found in this part of the IFB.

**SCHOOL LISTINGS** The list contains District Schools, Athletic Fields and Other District Facilities. Pertinent data is found in this listing that will assist Bidders.

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)  
☐ Other (see instructions)

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person

Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,  
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,  
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or  
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,  
7. A foreign central bank of issue,  
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,  
9. A futures commission merchant registered with the Commodity Futures Trading Commission,  
10. A real estate investment trust,  
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,  
12. A common trust fund operated by a bank under section 584(a),  
13. A financial institution,  
14. A middleman known in the investment community as a nominee or custodian, or  
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. **Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832 9. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
10. Partnership or multi-member LLC	The organization
11. A broker or registered nominee	The partnership
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalty



