



864 Broad Street – 4th Floor
Augusta, Georgia 30901 – 1215
(706) 826-1000 • Fax: (706) 826-4612

HELEN MINCHEW
President

ANGELA D. PRINGLE Ed.D.
Superintendent of Schools

C. GENE SPIRES, CPA
Controller

PROPOSAL COVER SHEET

ATHLETIC FIELD TURF GRASS MANAGEMENT RFP #16-739

Date: _____

Vendor Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Bid Total (if lump sum): _____

Bid Bond Attached: (If Applicable)

Yes _____

No _____

Addendum(s) Acknowledged: (If Applicable)

Yes _____ **#** _____

No _____ _____



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TO: ATHLETIC FIELD TURF GRASS MANAGEMENT CONTRACTORS

FROM: RICHMOND COUNTY BOARD OF EDUCATION

DATE: February 9, 2016

SUBJECT: ATHLETIC FIELD TURF GRASS MANAGEMENT RFP #16-739

You are invited to submit sealed proposals to contract with the County Board of Education of Richmond County, Georgia, (herein after referred to as “Richmond County School System”, “RCSS” or “Owner”) to provide **athletic field turf grass management** services at the time and place noted herein. Contact person for this contract is Mr. Chad Jordan, Assistant Director Environmental Health and Safety (706) 737-7189.

Bidding documents may be obtained by contacting Cecilia Perkins in the Business Office of the Richmond County School System at (706) 826-1298, via our web site at www.rcboe.org, or in person at 864 Broad Street, 4th Floor, Augusta, Georgia, 30901.

Also note further requirements under the following standard terms and conditions:

STANDARD TERMS AND CONDITIONS

- 1) TIME AND PLACE:** Bids will be received by the Richmond County School System ***until 3:00 p.m. EST, on Wednesday, March 9, 2016***, at 864 Broad Street, Augusta, Georgia 30901.
- 2) LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from bid consideration. It shall be solely the vendor’s risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor.
- 3) BID FORM:** All bids must be made on the provided bid form.
- 4) SEALED BID REQUIREMENT:** Each bid must be submitted in a sealed envelope addressed to Dr. Angela D. Pringle, Superintendent of Schools, c/o Mr. C. Gene Spires, Controller, Richmond County School System, 864 Broad Street, Augusta, Georgia 30901. Each sealed envelope containing a bid must be plainly marked on the outside “**ATHLETIC FIELD TURF GRASS MANAGEMENT RFP #16-739**” and the envelope must bear on the outside the name and complete address of the vendor. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Dr. Angela D. Pringle, Superintendent of Schools, c/o Mr. C. Gene Spires, Controller, Richmond County School System, 864 Broad Street, Augusta, Georgia 30901, RFP #16-739.

- 5) **NOTE TO BIDDERS:** Bidders must satisfy themselves of the accuracy of the estimate quantities in the bid schedule by a review of provided specifications including any addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
- 6) **CERTIFICATION:** The Richmond County School System may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Owner all such information and data for this purpose as it may request. The School System reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work.
- 7) **CONTRACT PERIOD:** The contract is expected to commence on May 1, 2016 and end on April 30, 2017.
- 8) **OPTION TO RENEW:** The Richmond County School System shall have the option to renew for two (2) additional years at the same cost, terms, and conditions as the original contract contingent upon the mutual agreement of the vendor and Richmond County School System.
- 9) **PROOF OF INSURANCE:** The contractor will be required to carry Workmen's Compensation Insurance, Contractor's Protective Liability Insurance, and Contractor's Public Liability Insurance, Personal Injury, including death limits of \$100,000 for each person and \$250,000 for each accident; Property Damage limits of \$50,000 for each accident and \$100,000 for aggregate of operations. Certificates of Insurance must be sent to the School System prior to commencement of work, with the Richmond County School System to be named as additional insured on public liability insurance for personal injury and property damage.
- 10) **REJECTION OF PROPOSAL:** The Richmond County School System reserves the right to reject, in whole or in part, any and all proposals received, to waive technicalities, or to negotiate any term(s) or provision(s) of such proposals as meet the requirements and specifications of this RFP. Such rejection, waiver, or negotiation to be accomplished in any manner necessary to serve the best interests of the Richmond County School System. The Richmond County School System also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Richmond County School System.

The Richmond County School System reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms or compliance with specifications.
- 11) **RIGHT TO RE-BID:** The Richmond County School System reserves the right to reject any and all bids. The right is reserved to reject any and all quotations, to omit any items called for or to accept the bid deemed best for the Richmond County School System.
- 12) **NON-WITHDRAWAL PERIOD:** Proposals may not be withdrawn for a period of thirty (30) days from the date of opening.

- 13) STATE-MANDATED WALK AWAY PROVISION:** In the event a contract is awarded for more than one year:

202-2-506 (b) (1)

“Pursuant to O.C.G.A. § 20-2-506, notwithstanding any other provision herein this contract shall terminate absolutely and without further obligation on behalf of the School System at the close of each calendar year in which it was executed and at the close of each successive calendar year for which it may be renewed provided thirty (30) days prior written notice is given by the School System to the vendor prior to the end of such calendar year.

In addition, this contract shall terminate immediately and absolutely at such time that appropriated and otherwise obligated funds are no longer available to satisfy the obligation of the School System under the contract.

This contract shall be deemed to obligate the School System for the sums payable during the calendar year the agreement was executed or in the event of a renewal by the School System for those sums payable at the end of any renewed calendar year.

The contract shall be deemed to have been automatically renewed for each applicable calendar year, not to exceed the initial term of contract, unless positive action is taken by the School System to terminate such contract herein as set forth.”

- 14) JURISDICTION AND VENUE:** “This contract shall be governed and constructed in accordance with the laws of the State of Georgia, Richmond County. Venue and jurisdiction will be that of a court of competent jurisdiction in Richmond County, Georgia.
- 15) CANCELLATION:** In the event at any time during the contract period the vendor cannot provide acceptable service, the Richmond County School System reserves the right to make other temporary arrangements for athletic field turf grass management services.
- 16) DUTY TO PROTECT:** The Contractor (or Vendor) shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to any school building or school property when students are attending school or a school related activity.

The Contractor (or Vendor) shall make periodic criminal history record inquiries as authorized by O.C.G.A. §35-3-34, as now written, or here-after amended; or allowed by all or any other laws allowing such inquiry, to identify these persons who have been convicted of sexual abuse or any other act which would require such person to be entered into a national or state sexual offender registry.

For the purpose of this policy, the term periodic shall mean that the criminal history record inquiries shall be made current upon the awarding of a successful bid on contract and checked no less than annually during the duration of the contract. See **ATTACHMENT “A”** for Sex Offender Acknowledgement Form.

- 17) **E-VERIFY:** The Contractor agrees to comply with the requirements of A.R.S. § 41-4401.
- a. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - c. The Owner retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or its subcontractor(s) is/are complying with the foregoing warranty under paragraph (a).

See **ATTACHMENT "B"** for E-Verify Affidavit Form.

- 18) **SMOKE FREE ENVIRONMENT:** Bidder shall prohibit employees from using or displaying tobacco products, including smokeless tobacco, while the employee is on duty at the assigned location. There shall be no use of any tobacco products on any property of the Richmond County School System.
- 19) **AWARD METHOD:** Contract will be awarded based on the lowest responsible and responsive bidder meeting specifications and the overall general value received for the number of systems listed.
- 20) **NOTIFY: WORK TIMES AND DELIVERIES MUST BE CLEARED THROUGH MR. CHAD JORDAN WITH THE DEPARTMENT OF MAINTENANCE AND FACILITIES (706) 737-7189.**
- 21) **TIME OF THE ESSENCE:** Failure of the successful vendor to perform contracted service or deliver the merchandise within the required time shall constitute a material breach of contract. If a breach occurs, the vendor may be responsible for any damages the school system incurs and may be removed from the Richmond County School System's bid list and will forfeit the bid bond.
- 22) **CONDITIONS ALLOWING FOR REMOVAL FROM BID LIST:** Any of the following conditions, depending on severity, may cause removal from the bid list:
- a. Failure to meet performance guaranties
 - b. Failure to meet warranty requirements
 - c. Failure to meet time limitations
 - d. Attempt to deliver substitutions
 - e. Failure to make timely deliveries
 - f. Failure to post bid bonds
 - g. Failure to comply with the terms of the contract because of a misquote other than an obvious typing error or obvious low or high bids
- 23) **BID LIST:** The Richmond County School System maintains a bid list for many categories that are let for bid each year. Please contact Cecilia Perkins in the Business Office at (706) 826-1298 if you have questions concerning the bid list.

- 24) **TAX EXEMPT:** The Richmond County School System is exempt for State sales taxes. Bid prices shall exclude Federal or State taxes that can be eliminated in sales to public school systems in the state of Georgia.
- 25) **SERVICE REQUIREMENT:** The successful vendor agrees to accomplish all work covered by these specifications.
- 26) **QUESTIONS, REQUESTS FOR CLARIFICATION, OR INTERPRETATIONS REGARDING THIS REQUEST FOR PROPOSAL:** All communications concerning this request for proposal must be submitted in writing by fax or electronic mail to:

Richmond County School System
Attn: Ms. Cecilia Perkins
Business Office
864 Broad Street, 4th Floor
Augusta, Georgia 30901
Fax #706-826-4612
Email perkice@boe.richmond.k12.ga.us

Only written questions submitted by fax or email will be accepted. No response other than what is written and distributed by the Business Office will be binding upon the Richmond County School System.

Originating departments may be called upon for clarification in their area of expertise at the discretion of the Business Office. Written responses to questions, requests for clarification, or interpretations will be furnished to all participating vendors.

All requests for clarification or interpretations must be submitted to the Business Office on or before the close of business **February 29, 2016**, 5:00 P.M.

- 27) **ADDENDUMS:** In the event an addendum becomes necessary, it will originate in the Business Office and will be distributed by fax or email to all participating vendors. Any addenda issued during the time of the request for proposal distribution should be acknowledged by the participating vendor and attached to their response form.
- 28) **INSPECTION OF PUBLIC RECORDS:** All information received from vendors shall be subject to inspection once the bid is awarded under the Georgia Public Records Act.

SPECIFICATIONS:

Schools

SCHOOL	Field Sites		
Westside	Football	Baseball	Softball
Laney High School	Football	Baseball	Softball
Academy of Richmond County	Football	Baseball	
Cross Creek High	Football	Baseball	Softball
Hephzibah High	Football	Baseball	Softball
Glenn Hills High	Football	Baseball	Softball
T.W. Josey High	Football		
Butler High	Football		

Services on each field to include the following:

- A. Aeration – as needed to relieve and prevent soil compaction – three (3) times per year minimum. The use of an “aggravator” once per year is an acceptable substitute for aeration three (3) times per year. Note that aeration and/or aggravator machine use is not required on Glenn Hills High School football field due to shallow irrigation lines.
- B. Soil Testing – Twice per year. Contractor must provide a copy of the soil testing results for each field.
- C. Lime Application – as prescribed/recommended by the soil test results.
- D. Fertilization – applications during growing season following proper horticultural practices – four (4) applications minimum.
- E. Weed, Pest, and Disease Control – weed control - pre-emergent herbicide applications twice per year. Post emergent herbicide applications as needed to maintain aesthetic appearance.
- F. Pest Control – must adhere to Georgia Department of Agriculture Pesticide Application rules and guidelines. Integrated Pest Management program is preferred. Signage and demarcation must be in place before application – with re-entry period.
- G. Diseases with specific regards to fungus.
- H. Contractor is responsible for locating all sprinkler heads on irrigated fields
- I. All machines used on athletic fields must be equipped with turf tires to minimize turf damage and soil compaction.
- J. Contractor must possess a valid Category 24 Commercial Pesticide Applicators License, and Pesticide Contractors License.
- K. Contractor must provide to the Richmond Count School System (MSDS) information on all materials and/or chemicals used on athletic fields.
- L. Contractor must coordinate with Maintenance/Facilities to schedule work around athletic field usage.

BID FORM

	COST	EXTENDED
Aeration (per school)	\$	
Soil Testing (per school)	\$	
Lime Application (per school)	\$	
Fertilization (per school)	\$	
Weed, Pest and Disease Control (per school)	\$	
GRAND TOTAL FOR ALL EIGHT (8) SCHOOLS \$		

Name of Firm: _____

Address: _____

Phone Number: _____

FAX Number: _____

Person Submitting Statement: _____
(Typed or Printed)

Title: _____

Signature: _____

Date: _____

BID DUE BY 3:00 P.M., WEDNESDAY, MARCH 9, 2016



SEX OFFENDER ACKNOWLEDGEMENT FORM

Read, sign and return this form to the Richmond County Board of Education along with bid proposal

The Contractor (or Vendor) shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to any school building or school property when students are attending school or a school related activity.

The Contractor (or Vendor) shall make periodic criminal history record inquiries as authorized by O.C.G.A. §35-3-34, as now written, or here-after amended; or allowed by all or any other laws allowing such inquiry, to identify these persons who have been convicted of sexual abuse or any other act which would require such person to be entered into a national or state sexual offender registry.

For the purpose of this policy, the term periodic shall mean that the criminal history record inquiries shall be made current upon the awarding of a successful bid on contract and checked no less than annually during the duration of the contract.

The Contractor (or Vendor) is certifying to the Richmond County Board of Education that periodic criminal history record checks are made by the company for all employees and that to the best of the Contractor's (or Vendor) knowledge it has no employee or agent who has been convicted of a sex offense or who is a registered sex offender, who will be assigned to any school building or school property while students are attending school or a school related activity.

I have read and understand the above Richmond County Board of Education Policy regarding me or my company's obligation as a contractor (or vendor). I further acknowledge that the failure to comply with the requirements to identify a sex offender, to comply with any part of this policy, to assign a sex offender to any school building or school property while students are attending school or a school related activity will constitute a breach of the contract.

Company Name: _____

Contractor/Vendor Signature

Date Signed

Witness Signature

Date Signed



E-VERIFY AFFIDAVIT
under O.C.G.A. § 13-10-91(b)(4)

Read, fill out and return this form to the Richmond County School System

By executing this affidavit, the undersigned Contractor verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **Richmond County School System** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number: _____

Date of Authorization: _____

Name of Project: _____

Athletic Field Turf/Grass Management

Solicitation Number (if applicable): _____

16-739

Name of Public Employer: _____

Richmond County School System

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201_____.

NOTARY PUBLIC

My Commission Expires: _____