Florence 1 Schools  
Office of Procurement  
319 S. Irby St.  
Florence, SC 29506-2589  
Mark Wentzel  
Phone: 843-673-1100  

March 3, 2020  
REQUEST FOR WRITTEN PROPOSAL  
The documents for this request are part of this Request for Written Proposals (RFWP), the same as incorporated herein. This solicitation does not commit Florence 1 Schools to award a contract, pay any cost incurred in preparation of a proposal, or to procure any services that may be offered.

Please return this document initialed with a formal quote.

RFP Type: Athletic Track Repairs  
RFWP #: 20-04-TRK  

Locations: West Florence High School, 221 N. Beltline Dr Florence SC 29501  
Wilson High School, 1411 Old Marion Highway Florence SC 29506  

Scope of Solicitation: F1S is soliciting bids from contractors to enter into a contract with one contractor for the Repair and Painting of 2 Athletic Tracks. Perform Track Repairs where needed using a rubberized track product. Repaint Lines and Track Markings where needed. Contractors must be Licensed, Bonded and Insured.

RFWP Opening Date: March 17, 2020 @ 11:00 a.m.

RFWP Opening Location: Florence 1 Schools  
319 S. Irby St.  
Florence, SC 29506  

Mandatory Pre-Bid Conference: NOT REQUIRED  

Mail or deliver sealed bid to: Florence 1 Schools  
319 S. Irby St.  
Florence, SC 29506-2589  
Attention: Mark Wentzel  

RFWP Documents Obtained by: Mark Wentzel  

Information Clarification: mwentzel@fsd1.org  
Specifications - see FIS Website: https://www.f1s.org/Domain/3242  
RFWP Contact Person: Mark Wentzel  

***All proposals must be submitted in a sealed envelope marked:***  
ATHLETIC TRACK REPAIRS # 20-04-TRK  
and received before  
11:00 a.m. on March 17, 2020  

**Notes:**  
The District will not be responsible for any consulting and/or design fees.  
1. The District reserves the right to deem the awarded bid/contract null and void at any time should the vendor become unable to comply with bid requirements.  

**PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTAND THESE NOTES. NO BID WILL BE CONSIDERED WITHOUT THIS DOCUMENTATION. _________**
1. All bid/proposal sheets and this form must be executed and submitted in a sealed envelope. The face of the envelope shall contain the bid/proposal title, the bid/proposal number, and the date and time for the bid/proposal closing. Bid/proposals not submitted on this bid/proposal form will be subject to rejection. Florence 1 Schools assumes no responsibility for unmarked envelopes being considered for award.

2. All amendments to and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall legally bind neither the procurement officer nor the school district. Should an Offeror find discrepancies or ambiguities in or omissions from the bid/proposal documents, or should he be in doubt as to their meaning, he shall at once, and in any event not later than seven (7) days prior to the bid/proposal due date, notify Florence 1 Schools who will send written addenda to all Offerors. Should an Offeror desire any explanation regarding the meaning or interpretation of the bid/proposal documents, request should be made in writing at least seven (7) days before the date established for submission of bid/proposal schedule. It shall be the responsibility of the Offeror to make inquiry as to the addenda issued. All addenda shall become a part of the bid/proposal document, and all Offerors shall be bound by such addenda whether or not received by the Offeror.

3. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No bid/proposal shall be altered or amended after the specified time for opening.

4. Unless otherwise required, submit only one copy of each bid/proposal.

5. Offerors are to visibly mark as “confidential” each part of their bid/proposal which they consider to be proprietary information.

6. Bid/proposals, amendments thereto, or withdrawal requests received after time advertised for bid/proposal opening will be void regardless of when they were mailed.

7. The school district reserves the right to call for representative samples. Sample(s), when required, must be submitted at the conditions and instructions in the body of this bid/proposal notice.

8. Unless otherwise indicated in this bid/proposal, it is understood and agreed that any item offered or shipped on the bid/proposal shall be new and in first class condition, that all be new and suitable for storage or shipment, and that prices include standard commercial packaging.

9. Delivery must be FOB destination freight prepaid unless otherwise specified herein. Cost delivery will be included in unit prices.

10. Unless otherwise indicated in the bid/proposal notice, prices must be firm, if accepted by the school district.

11. Unit prices will govern over extended prices unless otherwise stated.

12. All taxes, other than South Carolina sales tax on any item that the school district may be required to pay must be shown separately and not included in the bid/proposal prices.

13. The school district reserves the right to reject any bid/proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices on the same or other bid/proposals, if such action would be in the best interest of the school district. Ambiguous bid/proposals, which are uncertain as to terms, delivery, quantity or compliance with specifications, may be rejected or otherwise disregarded. The right is reserved to reject any bid/proposal in which
the delivery time indicated in considered sufficient to delay the operation for which the project or service is intended.

14. Award(s) will be made to the lowest responsible Offeror who submits a responsive bid/proposal which is most advantageous to the school district, and meets District standards. Award will be posted in the Florence School District Administrative Office at 319 South Dargan Street, Florence, SC 29506. Posting date will be announced at bid/proposal opening.

15. In the event that identical bid/proposals are received, the bid/proposal shall be awarded by lot in a method determined by officials of Florence 1 Schools. All involved parties shall be invited to witness the procedure.

16. Offerors must, upon request of the school district, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Officials of Florence 1 Schools may make such investigations as deemed necessary to determine the ability of the Offeror to perform such work. The School District reserves the right to make the final determination as the Offerors ability to provide the products or services requested herein and to reject any Offeror if evidence fails to indicate that the Offeror is qualified to carry out the requirements of the bid/proposal documents.

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

18. All applicable laws, regulations, ordinances, etc. shall be deemed to be part of these specifications, and the specifications shall be read and enforced as though they were included.

19. Upon award of a contract under this bid/proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in the state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that is to be authorized and/or licensed to do business in this state, by submission of this signed bid/proposal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of South Carolina as to all matters, and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

20. The successful Offeror shall indemnify and save harmless Florence 1 Schools and all its agents and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

21. The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The District operates under the S. C. Illegal Immigration Reform Act effective January 1, 2009, and does not condone the use of undocumented persons to work in or on our facilities. Should the vendor have employees who are illegal aliens, it is the responsibility of that vendor to make that known immediately to our Superintendent or Procurement Officer. Please read, date and sign the provision at the end of this document.

22. No contract may be assigned, sublet, or transferred without the written consent of the School District.

23. In the case of default of the contractor, the school district reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive cost. Should such charge be assessed, no subsequent bid/proposals of the defaulting contractor will be considered until the assessed charge has been satisfied.

24. Any contract entered into by the School District resulting from this bid/proposal notice shall be subject to cancellation at the end of any fiscal or appropriated year, if sufficient funds have not been
appropriated for continuation of the contract. However, with the Contractor’s consent and available funding, the School District reserves the right to extend said bid for up to a period of five years.

25. Any actual or prospective bidder/proposal, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. The protest shall be submitted in writing, setting forth the grounds and facts applicable thereto for the protest within fifteen (15) days of the issuance of the invitation or other solicitation documents, whichever is applicable, or any amendment thereto if the amendment is at issue. A protest must be filed fifteen (15) days from the date of notification of award and is posted in accordance with this policy. The filing of a protest shall not stay the solicitation or award of a contract unless fraudulent.

26. The School District reserves the right to waive any instruction, condition, or minor specification when considered to be in the best interest of the School District.

27. Should sufficient funds not be available, no award will be made.

28. Any solicitation under this code may be cancelled, or any or all bid/proposals or proposals may be rejected in whole or part as may be specified in the solicitation, when it is in the best interest of the District. Any determination to cancel or reject any or all bid/proposals or proposals shall be final and conclusive.

29. Award will not be based on price alone. The criteria will be:
- Price
- Appropriateness and quantity
- Warranties/guarantees
- Delivery/quality history
- Most advantageous to the District

**Certification by Contractors Under the SC Illegal Immigration Reform Act**

Contractor (meeting the applicable employee threshold number and holding covered contracts involving the requisite amount of performance of manual labor) hereby certifies that it ensures compliance with the South Carolina Illegal Immigration Reform Act and will register and participate in a status verification system for all employees. The term “employee” as used herein means any person who is hired to perform work within the State of South Carolina. As used herein, “status verification system” means (a) the E-Verify employment status verification system or any successor electronic verification system replacing the E-Verify Program, that is operated by the United States Department of Homeland Security, United States Citizenship and Immigration Services, and the Social Security Administration, or (b) verification that every employee of the Contractor Possesses a valid South Carolina driver’s license or identification card, or from another state whose qualification requirements are as strict as those of South Carolina. Contractor also hereby certifies that any Subcontractor or Sub-subcontractor with the requisite number of employees and performing services for a covered contractor likewise complies with the above requirements.

Name of Company ___________________________ Authorized Agent of Company ___________________________ Date ________

**Certification by Contractors Under the SC Iran Divestment Act**

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies that to the best of his knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

Name of Company ___________________________ Authorized Agent of Company ___________________________ Date ________

*Notice to all vendors of Florence 1 Schools: please enclose a W-9 form.*

*All successful bidders must provide up to three recent references of comparable work in size and scope.*