BASEBALL FIELD RENOVATION PROPOSAL

The Term “Offer” Means your “Bid” or “Proposal.”

SUBMIT OFFER BY (Opening Date/Time): February 4, 2016 at 10:00 a.m. See “Deadline For Submission.”

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and Three (3) copies

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:
MAILING ADDRESS: PHYSICAL ADDRESS:
James Island Charter High School James Island Charter High School
1000 Fort Johnson Road 1000 Fort Johnson Road
Charleston, SC 29412 Charleston, SC 29412

CONFERENCE TYPE: Call for appointment to tour the baseball field. LOCATION: 1000 Fort Johnson Road
Charleston, SC 29412

AWARD & AMENDMENT
JICHS will e-mail the Notice of Award to each of the Offerors on or about February 5, 2016. The award, this solicitation, and any amendments will be posted at the following web address: http://jichs.ccsdschools.org

You must submit a signed copy of this form with your Offer. By submitting an Offer, you agree to be bound by the terms of this RFP. You agree to hold your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the Offer)
BUSINESS ADDRESS:

AUTHORIZED SIGNATURE
(Person signing must be authorized to submit binding Offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)
DATE SIGNED

Instructions regarding Offeror’s name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An Offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, separate corporation, partnership, sole proprietorship, etc.

(Retun Page with Your Offer)

ACKNOWLEDGMENT OF AMENDMENTS
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.
See “Amendments to Solicitation” Provision

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
</tr>
</thead>
</table>
James Island Charter High School
1000 Fort Johnson Road
Charleston, SC 29412

Richard Gordon, Principal
Telephone (843) 762-2754
FAX (843) 762-8354

Neal “Marty” Monette, Facilities Director
Telephone (843) 762-3788
FAX (843) 762-8354

Kristy McMichael, CPA, CIA, Finance Director
Telephone (843) 762-8350
FAX (843) 762-8354

Request for Proposals for RFP #2015-2016 Baseball Fencing Renovations

Contact: Athletic Director
Jeremy Holland
(843) 762-5345
Jeremy_Holland@charleston.k12.sc.us

Facilities
Marty Monette
(843) 762-3788
(843) 762-3788 Fax
Neal_monette@charleston.k12.sc.us

Finance
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(843) 762-8350
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# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Background</td>
<td>4</td>
</tr>
<tr>
<td>B.</td>
<td>Scope of Work</td>
<td>4</td>
</tr>
<tr>
<td>C.</td>
<td>General Specifications</td>
<td>4</td>
</tr>
<tr>
<td>D.</td>
<td>Project Conditions</td>
<td>5</td>
</tr>
<tr>
<td>E.</td>
<td>Warranty</td>
<td>5</td>
</tr>
<tr>
<td>F.</td>
<td>Additional Requirements</td>
<td>5</td>
</tr>
<tr>
<td>G.</td>
<td>Site Visit</td>
<td>5</td>
</tr>
<tr>
<td>H.</td>
<td>Deadline for Submission</td>
<td>6</td>
</tr>
<tr>
<td>I.</td>
<td>Duration of Engagement</td>
<td>6</td>
</tr>
<tr>
<td>J.</td>
<td>General</td>
<td>6</td>
</tr>
<tr>
<td>K.</td>
<td>Contents of Offer / Qualifications</td>
<td>9</td>
</tr>
<tr>
<td>L.</td>
<td>Payments and Penalties</td>
<td>9</td>
</tr>
<tr>
<td>M.</td>
<td>Insurance</td>
<td>10</td>
</tr>
<tr>
<td>N.</td>
<td>Proposal Evaluation / Award</td>
<td>10</td>
</tr>
<tr>
<td>O.</td>
<td>Additional Documentation</td>
<td>11</td>
</tr>
<tr>
<td>P.</td>
<td>Protests</td>
<td>11</td>
</tr>
</tbody>
</table>
A. Background

James Island Charter High School (“JICHS” or “The School”) is a converted community-concentric public school, providing education and facilities for the community, operated as a nonprofit corporation and organized under the laws of the State of South Carolina. Parents, teachers, and local community leaders govern it. It is located at 1000 Fort Johnson Road, and serves Charleston County School District 3, a community comprised of the area of James Island and Folly Beach, and offers the International Baccalaureate (IB) Program and Pre-IB Program to students countywide. Current student enrollment for grades 9 through 12 consists of approximately 1,650 students. JICHS operates as the community public high school for all students residing in the District 3 attendance zone of the Charleston County School District (CCSD). The residents of Folly Beach and James Island support the school system and recognize the importance of the community facility and access to high quality education for all students. JICHS will operate as the public, non-sectarian, non-religious, non-home-based community school for District 3 of the CCSD.

B. Scope of Work

(1) The successful Proposer must submit a sealed bid for Baseball field renovations.
(2) Contractor is to verify all conditions and dimensions of the baseball field.
(3) Contractor will be responsible for providing all equipment to be used for the renovations, and will be responsible to dispose of all old construction debris.

C. General Specifications

(1) Earthwork and demolition will be necessary for this project.
(2) Contractor will need to remove, dispose, and replace existing baseball fencing.
(3) All fencing needs to be replaced with galvanized fencing.
(4) Fencing is to be black. All fencing is to be replaced, included the outfield fence. Outfield fence is corner to corner 8’ galvanized to include fencecaps.
(5) For the outside fencing portion that involves the left and right field foul lines, please adhere to the following: Within 10 to 15 feet of the dug outs needs to be done with “temporary type fencing.” The dugouts will be moving in another renovation project and that part of the fence will have to be removed. Please allow for later removal of this portion of fence as easily as possible. Schematic is included.
(6) The same will apply to the backstop wall part of the fencing that attaches to the dugout. Please use one to three feet of “temporary type fencing” to make that connection so that it can easily be removed at a later time.
(7) Windscreen needs to be erected on the 6’ foul lines and 8’ outfield. See attached schematic for screen. It is to say “TROJANS BASEBALL”.
(8) Backstop wall and backstop fencing needs to be removed, disposed of, and replaced.
(9) Backstop will include a three foot block wall with blue padding on the block wall. “TROJANS BASEBALL” is to be stenciled/painted/or otherwise included on the padding. 20’ high backstop fencing and poles 164’ in length. See picture for additional information.
(10) Contractor will build a backstop wall that is concrete and masonry and matches the new field house in colors, design, and aesthetics.
(11) All Backstop netting, poles and hardware need to be installed. 6”Schedule 40 steel poles primed and painted black with #36 backstop netting. (27 X 170)
(12) Architectural drawings/plans attached.
(13) Please include in your information the brand of materials that will be used, the estimated useful life of materials (if applicable), and the construction practices that will be used during this process.
(14) Move Irrigation valve boxes from warning track to outside of fencing/dugout area.
(15) An additional concrete slab is to be added to the existing batting cages. The slab is to be 70 X 12 and 4” and includes excavation necessary for this.
(16) If it rains during the week, work is expected to continue on the weekends/holidays to make up for lost time.

D. Project Conditions

(1) Field Measurements: Check actual dimensions of area and new construction.
(2) Contractor responsible for storage of all materials prior to and during construction/install.
(3) Contractor is responsible to make site conditions acceptable for installation.
(4) Contractor will maintain a secure and clean working environment before, during, and after construction/ install.
(5) COMPLETION NEEDED ASAP, BUT NO LATER THAN MARCH 3, 2016.

E. Warranty

(1) Provide a 2 year warranty on construction.

F. Additional Requirements

(1) SUPPLY STORAGE. The Contractor will assume full responsibility for protection, storage, safety, and damage to stored supplies and products for the duration of the project.
(2) BACKGROUND CHECKS. The Contractor will perform background checks/SLED check on all its employees when they become employed by the Contractor. Any applicant with a conviction of any type of theft, drug involvement, sexual misconduct, or any felonious offense will be immediately disqualified from working on JICHS premises.

JICHS reserves the right to reject any Contractor personnel for any reason.

(3) Contractor must verify proof of U.S. citizenship, valid Social Security card and employment verification has been obtained on all of its employees.

(4) IDENTIFICATION: All Contractors on the premises MUST obtain a badge from the front office. The badge must be visible at all times. Contractor employees who violate this requirement, upon notification to the Contractor, shall be immediately and permanently removed from District property and replaced with acceptable personnel. To receive a badge, employees MUST have a valid driver’s license or ID.

G. Site Visit

Before submitting a Proposal, each Proposer is required to visit the JICHS site located at 1000 Fort Johnson Road, Charleston, SC, 29412, and familiarize itself with existing conditions, work required, restrictions and limitations, no matter by whom imposed.

Failure to visit the site and become aware of the conditions and limitations shall not relieve the Contractor from the necessity of furnishing required materials or performing any work to complete the contract to satisfaction of JICHS without additional cost to JICHS.
H. Deadline for Submission

The signed original and three (3) hard copies of your Proposal must be received in the main office at 1000 Fort Johnson Road not later than **10:00 a.m. on February 4, 2016**. Emailed or faxed proposals will be accepted. JICHS is not responsible for emails or faxes not received.

I. Duration of Engagement

JICHS expects to enter into an initial contract with the winning Proposer ASAP. This contract may not be subcontracted without prior written approval of JICHS.

J. General

(1) By submitting your Proposal(s), you are offering to enter into a contract with JICHS. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Proposer. JICHS plans to enter into a contract with the winning Proposer.

(2) In order to withdraw your Offer after submission, you must notify the Finance Director, Kristy McMichael, in writing.

(3) OFFER means the proposal(s) submitted in response this RFP. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

(4) OPENING DATE AND TIME means **10:00 a.m. on February 4, 2016**.

(5) FINANCE DIRECTOR means Kristina McMichael.

(6) PRINCIPAL means current Principal or their designated representative.

(7) PROPOSER means the legal entity submitting the Offer. The term “Offeror” is used interchangeably with the term “Proposer.” The term “contractor” refers to the successful Proposer who is selected by JICHS to perform the contract.

(8) RFP means the cover letter and this request for Proposal, including all its parts, attachments, and any amendments.

(9) By submitting an Offer, you certify that you are familiar with and in compliance with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

(10) The Proposer must comply with all state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, and disability.

(11) JICHS may cancel this RFP in whole or in part. JICHS may reject any or all Proposals in whole or in part. This RFP does not commit JICHS to award a contract, to pay any costs...
incurred in the preparation of a Proposal, or to procure or contract for the articles of goods or services.

(12) Proposer, by submitting an Offer, represents that it has read and understands the RFP and that its Offer is made in compliance with the RFP. Proposers are expected to examine the RFP thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the RFP. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any ambiguity in the RFP that Proposer does not bring to JICHS’s attention.

(13) Any Offer which fails to conform to the material requirements of the RFP may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the RFP may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to JICHS cannot be determined. Proposers 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 Finance Director.

(14) All Proposals must be complete and carefully worded and must convey all of the information requested in this RFP in order to be considered responsive. If the Proposal fails to conform to the essential requirements of the RFP, JICHS and JICHS alone will be the judge as to whether that variance is significant enough to consider the Offer non-responsive, and therefore, not considered for award.

(15) Any Offer may be rejected if the Finance Director determines in writing that it is unreasonable as to price.

(16) The Proposer shall not be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Proposer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Proposer. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Proposer and subcontractor, and without the fault or negligence of either of them, the Proposer shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Proposer to meet the required delivery schedule.

(17) JICHS, its Board of Directors, officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of JICHS or failure of JICHS to comply with the Offer as outlined in the Proposer’s Proposal.

(18) This contract may not be subcontracted without prior written approval of JICHS. If any part of the work covered by this RFP is to be subcontracted, the Proposer shall identify the subcontracting organization and the contractual arrangements made therewith. The Proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Proposer.
Proposers may be requested to make oral presentations of their Proposals to the evaluation committee. Such presentations provide an opportunity for the Proposers to clarify their Proposals and to ensure a thorough understanding.

Discussions may be conducted with responsive Proposers who submit Proposals for the purpose of clarification to assure full understanding of the requirements of the RFP. All Proposers whose Proposals, in JICHS’s sole judgment, need clarification shall be accorded such an opportunity.

JICHS’s procurement code requires that a copy of the Proposal be submitted no later than the Opening Date and Time specified above. Proposers mailing Proposals should allow a sufficient mail delivery period to ensure timely receipt of their Proposals by JICHS. Any Proposals received after the scheduled Opening Date and Time will be immediately disqualified.

No contract or its provisions may be assigned, sublet, or transferred without the prior written consent of JICHS.

Amendments to any resulting contract must be in writing and signed by the winning Proposer and JICHS.

JICHS shall have the right to audit the books and records of the Proposer as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220, as adopted by JICHS. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. JICHS may conduct, or have conducted, performance audits of the Proposer. JICHS may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by JICHS. Pertaining to all audits, Proposer shall make available to JICHS access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Proposer shall be made available for auditing purposes at no cost to JICHS.

Ownership of all data, material, and documentation originated and prepared for JICHS pursuant to this contract shall belong exclusively to JICHS. Neither the Proposer nor any of its approved subcontractors shall have any proprietary interests in the products, materials, approaches, systems, programs, methodologies, concepts, or intellectual properties developed, produced, or provided in connection with the services provided under the contract. Ownership of all such items shall belong exclusively to JICHS.

The Proposer agrees to grant JICHS a perpetual license to use any and all proprietary materials owned by them and used in connection with the performance of the contract. The Proposer agrees to grant, without additional charge, to JICHS the necessary rights and authority to modify such proprietary materials in any manner JICHS deems necessary. JICHS intends to have control over all such proprietary materials in a manner consistent with the ownership thereof.

The Proposer will render services under the contract as independent contractors of JICHS. Nothing contained herein will be construed to create or imply a joint venture, partnership, agency, or other relationship between the Proposer and JICHS.

All questions regarding this RFP must be in writing and must be received by Kristina McMichael at JICHS by 3 pm February 1, 2016. Answers to questions as well as any
modifications to the RFP will be posted on the web at http://jichs.ccsdschools.org no later than 12 noon on February 2, 2016.

K. Contents of Offer / Qualifications

(1) Offers should be complete and carefully worded and should convey all of the information requested.

(2) Offers should be prepared simply and economically, providing a straightforward, concise description of Proposer’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(3) Each copy of your Offer should be bound or stapled in a single volume where practical. All documentation submitted with your Offer should be bound or stapled in that single volume.

(4) The Proposal must address the following areas of concern:

(a) State the Proposer’s main business activities.

(b) State the Proposer’s length of service in the area.

(c) Provide the name and address of the Proposer’s insurance agency and Surety Company. Provide proof of insurance regarding general liability and workers’ compensation.

(d) Provide records of any debarments related to the Proposer or its affiliates.

(e) Provide a detailed organizational chart of all employees, supervisors, and managers who will perform or oversee work at JICHS, indicating levels of supervision.

(f) Describe the Proposer’s ability to provide all services required.

(g) Supply at least three (3) references. References should demonstrate Proposer’s experience in completing similar projects. References must include at a minimum:

   (i) Name and title of contact person. Prior to submitting references, verify that the contact person(s) will be available to confer with JICHS at the phone number given.

   (ii) Telephone number of contact person

   (iii) E-Mail address of contact person (where available)

   (iv) Name and address of company/agency

   (v) Proposer’s name under which the work was done, if different from the present corporation name due to re-organization, merger, or acquisition.

   (vi) Description of services provided

L. Payments and Penalties

(1) The Contractor shall submit invoices to JICHS after work’s completion unless prior arrangements have been made. JICHS shall make payment within thirty (30) days of
receipt of each invoice, less any applicable deductions or penalties. JICHS will hold out a retainage of 10% until satisfactory completion of the project.

(2) PENALTIES FOR NON-COMPLETION BY DATE PROMISED. There will be a $1,000 a day penalty for late completion effective March 4th, 2016.

(a) The Contractor’s invoice will have the appropriate amount deducted for late completion.

(3) PROPERTY DAMAGE. The Contractor shall protect JICHS’s property, including but not limited to surfaces, finishes, systems, equipment, furniture, supplies, and other components, from damage due to Contractor’s work, methods, procedures, and workers. The Contractor shall at Contractor’s expense repair or cause to be repaired damage to JICHS property within a time limit acceptable to the JICHS, or, if JICHS so chooses, the Contractor shall reimburse JICHS for the cost of repair by an entity of JICHS’ choosing.

(4) SECURITY BREACHES. If Contractor personnel, through police investigation, are found involved in or responsible for theft or damage to equipment and supplies, Contractor will be held responsible for reimbursement to JICHS of the cost of said items and related building repair and cleanup costs.

M. Insurance

The Proposer shall be required to carry the following insurance and in the minimum amounts specified below. Certificates of Insurance coverage must be furnished prior to commencement of services under the contract.

Comprehensive General Liability:
- a) Bodily Injury $500,000 each Occurrence $1,000,000 Aggregate
- b) Property Damage $300,000 each Occurrence $500,000 Aggregate
- c) Worker’s Compensation Legally Required Minimum

N. Proposal Evaluation / Award

Evaluation of responsive Proposals will be based on the following criteria:

(1) Ability of the Proposer to complete the project described in this RFP (25%)

(2) Total cost to JICHS (25%)

(3) Understanding of JICHS’s needs, as shown by a site visit and by a proposal that is tailored to JICHS’s needs. (25%)

(4) Proposer’s experience with similar projects, as confirmed by references (25%)

(5) Additional points incentive for Qualified Minority Business Enterprises (5%)

Offers must be received at JICHS, 1000 Fort Johnson Road, Charleston, SC 29412, by 10:00 a.m., February 4, 2016. Offers will then be publicly opened at that time.
Notice regarding JICHS’ intent to award a contract will be sent to all Offerors responding to this RFP, and any award will not be effective until the eleventh day after such notice is given.

O. Additional Documentation

The accepted Proposer will provide an IRS form W-9 and a current City of Charleston Business License.

P. Protests

Any prospective Proposer who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any Proposer who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award. A protest shall be in writing, submitted to the Finance Director, 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.