



Invitation for Bid

Solicitation Number: 18-19-14
Date Issued: 06/05/2019
Procurement Officer: Pamela Phillips
Phone: (864) 594-6179
Email Address: pPhillips@spart7.org

DESCRIPTION: Playground and Landscape Mulch for Spartanburg School Districts 1, 2, 3, 5, 6 & 7

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package.
Solicitation Number & Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Spartanburg School District Seven
 Attn: Pamela Phillips
 PO Box 970
 Spartanburg, SC 29304

PHYSICAL ADDRESS:

Spartanburg School District Seven
 Attn: Pamela Phillips
 610 Dupre Drive
 Spartanburg, SC 29307

SUBMIT OFFER BY: June 17, 2019, 2:00 PM

QUESTIONS MUST BE RECEIVED BY: June 12, 2019, before 10:00 AM

(please direct questions to Pamela Phillips at pPhillips@spart7.org)

NUMBER OF COPIES TO BE SUBMITTED: One marked "Original"

CONFERENCE TYPE: N/A
DATE & TIME:

LOCATION:

AWARD & AMENDMENTS

The award, this solicitation, any amendments, and any related notices will be posted at the following web address: [Solicitation/Amendments/Awards](#)

You must submit a signed copy of this form with your offer. 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)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

- Sole Proprietorship Partnership Other _____
 Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS/ADDENDA Offerors acknowledges receipt of amendments/addenda by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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MINORITY PARTICIPATION Are you a South Carolina Certified Minority Vendor? Yes _____ No _____ If yes, South Carolina Certification # _____

Spartanburg School District Seven is seeking a responsive and responsible vendor to provide Playground and Landscaping Mulch for Spartanburg School Districts 1, 2, 3, 5, 6 & 7.

All bidders must submit one (1) “Original” bid. No additional copies are needed.

Bids will be accepted until 2:00 PM on June 17, 2019.

At that time, each bid will be opened and the bidders name read aloud along with bid price. The District will study and verify the bid and figures before any award will be issued.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids must be delivered to:

**Spartanburg School District Seven
610 Dupre Drive
Spartanburg, SC 29307**

“Playground and Landscaping Mulch for Spartanburg School Districts 1, 2, 3, 5, 6 & 7”

Sealed bid packages must include completed copies of pages 1, 2, 16 (if applicable), 17 (Bid Sheet), 18 & 19 (Business Profile & References); as well as all requirements found in herein.

**All questions must be addressed to Pamela Phillips, phphillips@spart7.org and must be received by:
June 12, 2019, before 10:00 AM.**

INSTRUCTIONS TO BIDDERS/PROPOSERS

1. **All bid/proposal sheets and this form must be submitted in a sealed envelope. Do not include more than one bid/proposal per envelope. The face of the envelope shall contain the bid/proposal title, the bid/proposal number, and the date and time of bid/proposal opening. Bids/proposals not submitted on this Bid/Proposal Sheet and accompanied by the Bidder Information and Authorized Signature on page one (1) hereof will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.**
2. Bids/proposals, amendments or withdrawal requests must be received by the time advertised for bid/proposal opening. It is the vendor's sole responsibility to insure that the bid documents are received in the Purchasing Department by the time and date indicated in the solicitation documents.
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. No bid shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted.
4. If specifications or descriptive papers are submitted with bids/proposals, enter bidder's name thereon.
5. Unless otherwise required, submit only one copy of each bid/proposal.
6. Bidders shall be required to visibly mark as "CONFIDENTIAL" each part of their bid/proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
7. By submission of a bid/proposal, the Vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
8. Any Vendor desiring to exercise protest rights under Section 2-2185 of the District Procurement Code shall direct all correspondence to: Finance Office, Spartanburg County School District 7, PO Box 970, Spartanburg, SC 29304.
9. The statement of award on bids in excess of \$25,000.00 will be posted in the Finance Office after final determination of award.
10. This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. Code ANN. 44-107-10 through 44-107-90 (1976 as amended). By signing this bid, you are certifying that you will comply with the Drug Free Workplace Act.
12. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

GENERAL TERMS & CONDITIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

Spartanburg School District Seven's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

Addenda: Addenda shall be issued prior to the RFQ/IFB/RFP submittal date and time for the purposes of modifying or interpreting the quote/bid/proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be posted under "**Bids, Proposals, Quotes**" at [Amendments](#). Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this quote/bid/proposal. Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the solicitation. No addenda shall be issued later than three (3) days prior to the submittal date except to a) withdraw the solicitation, or b) to postpone the submittal date and time. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Quote/Bid/Proposal as Offer to Contract: By submitting your Quote/Bid/Proposal, you are offering to enter into a contract with the 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 Offeror. Any offer may be submitted by one legal entity; joint bids are not allowed. The Offeror agrees to be governed by the terms and conditions as set forth in this document. Any quote/bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such quote/bid/proposal non-responsive.

Background Checks: As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes

6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list will be not be permitted on the Project Site or the District's property.

The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Submitting Confidential Information: (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State 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, Offeror (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 State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Spartanburg School District Seven, its Board Members, Administrators and Employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2].

If confidential information is contained in your offer, submit one (1) "Redacted Copy" along with the "Original" or if a disk or flash drive is required with your offer, the "Original" and the "Redacted Copy" must be placed on the disk or flash drive.

Bidder/Offeror Responsibility: The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their proposal.

Correction of Errors on the Bid, Quote, Proposal Form: 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. Erasures

or use of typewriter correction fluid may be cause for rejection. No bid, quote, or proposal shall be altered or amended after specified time for opening.

Quote/Bid/Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Subcontracting: If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor's qualifications to perform along with three references must be submitted.

Unlawful Acts: The District interprets a signed bid as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Bid Response: A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

District or School Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. The District has a district-wide NO TOBACCO policy. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Drug-free Workplace: By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Governing Laws: All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

Ethics Act: By submitting an Offer, You certify that you are 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.

Rejection/Cancellation: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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. Offerors 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, provided that 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 non-responsive. 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. Offerors 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.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are 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.

Tax Credit for Subcontracting with Minority Firms: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a state contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certifications are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone (803) 734-0657, Fax (803) 734-2498.

Illegal Immigration (Nov. 2008): (An overview is available at www.procurement.sc.gov): By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Open Trade Representation: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (02-2A083-1)

Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (07-7A053-1)

Right to Protest: Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

Authorization and Acceptance: The quote/bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this solicitation (RFQ/IFB/RFB/RFP). The quote/bid/proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the quote/bid/proposal due date or longer if so required by the District.

Posting of Award: Notice of Award or Intent to Award will be posted in the Procurement Office of the District Office located at 610 Dupre Drive, Spartanburg, SC 29302.

Qualifications as to Experience and Years in Business: The Procurement Officer may, in his or her discretion, consider (a) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (b) any subcontractor proposed by offeror.

Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all quotes/bids/proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

GENERAL CONDITIONS

1. **Default:** In 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 additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
2. **Non-Appropriations:** Any contract entered into by the School District or other entities resulting from this Invitation for Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **Force Majeure:** The contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for 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 contractor to meet the required delivery time schedule.
4. **Save Harmless:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS.) The successful bidder shall indemnify and save harmless the School District, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Bidder's use of material furnished to the Bidder by the School District.

5. **Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the School District.
6. **Quality of Products:** Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **Brand Name Specifications:** Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be bid provided the brand name, model number, etc., is clearly indicated in the bid. However, the School District reserves the right to insist upon the specified name brands.
8. **S. C. Law Clause:** Upon award of a contract under this bid, 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 this State. By submission of this signed bid, the bidders agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing to the contractor.
 - A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the School District without the thirty (30) days advance written notice, then the School District may negotiate termination costs, if applicable.
 - B. **Termination for Cause:** Termination by the School District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Conditions No. 1)
10. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District's Purchasing Department.
11. **Affirmative Action:** The successful bidder 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.
12. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the School District without permission from the School District's Purchasing Department.
13. **Indemnification:** The School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the School District or failure of the School District to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.
14. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice.
15. **District and Spartanburg School District Seven Names:** Owner, District, School District, Spartanburg School District Seven (7), Spartanburg County School District Seven (7) and all such variations are one and the same.
16. **Proposer, Bidder, Offeror, Quoter, Responder:** All of these and similar shall refer to the entity identified on page one (1) of this document and responding to this bid, proposal or quote.

17. **Insurance Requirements:**

The successful bidder agrees to provide, maintain and certify to the District that the following insurance is in effect:

- a. Comprehensive general liability insurance: \$1,000,000.
- b. Whereby any contractor owned vehicle is used on District property under this contract:
 - Bodily injury \$100,000 each occurrence
 - Property damage \$100,000
 - Auto liability of \$1,000,000
- c. Workers Compensation Insurance – Statutory Limits
- d. If work is being performed on district premises, then the vendor must have Spartanburg School District Seven added as an “additional insured” on their General Liability policy.
- e. The bidder shall furnish Spartanburg School District Seven Certificates of Insurance within 21 working days after acceptance of a contract.
- f. Spartanburg School District Seven must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.

18. **Term of Contract:** The initial term of the contract shall be for the period starting July 1, 2019 and ending June 30, 2020 for Districts 1, 2, 3, 5, 6 and 7. The contract shall be renewable for up to four (4) additional years. Each additional extension will be with the original successful bidder, provided both parties are interested in doing so. Extension will be based upon the satisfactory performance by contractor during the previous period. While the intention of the Districts #1, 2, 3, 5, 6 and 7 is to issue an award to a single vendor for the initial period, if a participating District encounters unsatisfactory performance, nothing in this contract will prevent them from opting out of the agreement at the conclusion of the initial term or earlier if justification exists under Part 1 “Default” or Part 9 “Termination” of these General Conditions.

19. **Price Adjustments:** The contract price may be adjusted annually by the Consumer Price Index amount, not to exceed 5% per year. Retroactive adjustments are not permissible. Calculation shall be as described below.

The Consumer Price Index (CPI) issued by the Bureau of Labor Statistics (www.bls.gov) shall be used for “South Urban” area, “All items” based on the annual percentage calculated for the end of July.

Contractor’s notice for request under this adjustment must be submitted to District Seven’s Procurement Officer and Director of Operations by April 15th of each year for consideration for the subsequent contract year that begins on July 1st.

Upon award of this contract a sample of how the district will calculate above will be available upon Contractor’s request.

20. **Compliance with Procedures:** Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

21. **Examination of Records:**

- a. The District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract.
- b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the Spartanburg School District Seven, or his/her duly authorized

representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

22. Explanation to Prospective Bidders/Proposers:

- a. Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their bids/proposals.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Bidder/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Bidders/Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Bidders/Proposers.

23. Questions: All questions must be in writing addressed to Pamela Phillips, School District Seven, via email to pPhillips@spart7.org. The Deadline for Written Questions is 10:00 AM on June 12, 2019.

INVITATION FOR BID

Playground and Landscaping Mulch for Spartanburg School Districts 1, 2, 3, 5, 6 & 7

Scope:

Spartanburg School District Seven is accepting cooperative, competitive sealed bids for purchase and delivery of the following types of mulch for School District 1, 2, 3, 5, 6 and 7:

- (1) Playground Surfacing, Engineered wood fiber, which conforms to ASTM (American Society for Testing and Materials) F1292 Standard Specification for Impact Attenuation Under and Around Playground Equipment, and ASTM F2075-01a, Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.6 (Prior approved brands include: TumbleSafe and Soft Landing Wood Mulch).
- (2) Double hammered hardwood for landscaping purposes.
- (3) Triple Hammered hardwood for landscaping purposes.

Cooperative Purchasing:

The Spartanburg School District 7 Procurement Code and the other District codes and/or procedures allow participation in cooperative procurements. This solicitation will sponsor cooperative purchasing by Spartanburg School District 1, 2, 3, 5, 6 & 7. Inclusion and use of this contract is non-mandatory and must be mutually agreed upon by the parties. Each entity will issue its own purchase orders, make its own payments and act 100% in its own capacity. Spartanburg School District Seven and none of the other participating districts will in any way guarantee minimums, participation, payments or any other obligations of any or all of the other participating entities.

Therefore, the offeror guarantees the unit pricing or lower as shown on the PRICING SHEET (page 17) to each participating District.

General Requirements/Specifications

Typically, the Districts have been receiving full tractor trailer loads at the playground locations (the elementary schools) and the landscaping mulch at one or several district locations. Currently District 7 is purchasing approximately 1000 - 1500 cubic yards of mulch annually. District 1 has received 500-750 cubic yards of landscape mulch and 500 cubic yards of TumbleSafe. District 2 has received an average of 11 tractor trailer loads of playground mulch. District 6 has received approximately 14 tractor trailer loads of playground mulch and 10 tractor trailer loads of landscaping mulch in the past. District 3 has received approximately 60 cubic yards of playground mulch and 200 cubic yards of landscaping mulch in past years.

These are estimated numbers and in no way is any District (School District 1, 2, 3, 5, 6 or 7) guaranteeing a minimum or maximum of cubic yards to be purchased per year. For the purpose of this bid, all bidders should submit their bid based on a minimum order of 500 cubic yards of Playground surfacing and a minimum order of 500 cubic yards order for double hammered hardwood mulch. Any other price breaks based upon quantity ordered over the 500 minimum cubic yards should also be specified and included in your bid.

1. Playground Surface Mulch. Playground Surface Mulch must conform to or exceed the standards set by the following:
 - a. ASTM (American Society for Testing and Materials) F 1292-99, Standard Specification for Impact Attenuation Under and Around Playground Equipment.
 - b. ASTM (American Society for Testing and Materials) F2075-01a, Standard Specification for Impact Attenuation Under and Around Playground Equipment, Section 4.6.
 - c. Standards set by the Consumer Product Safety Commission and is ADA compliant for wheelchair accessibility.
 - d. Playground Surface Mulch must meet the IPEMA certification and all criteria as set by the CPSC.
 - e. Bid must include proof that the Playground Surface Mulch has been approved as a safe playground surface material by IPEMA.
 - f. Vendor must be able to provide delivery.
 - g. Latest brochures and printed specification of products offered must be included with your bid.

2. Double-Hammered dark hardwood mulch.
 - a) Vendor must be able to provide delivery.
 - b) Hardwood bark and lumber hammered (processed/ground) twice.
 - c) Must be an aged, pure, and clean product, free of debris, filler and insects.
 - d) Must not include recycled wooden pallets.

3. Triple-Hammered dark hardwood mulch.
 - a) Vendor must be able to provide delivery.
 - e) Hardwood bark and lumber hammered (processed/ground) three times.
 - f) Must be an aged, pure, and clean product, free of debris, filler and insects.
 - g) Must not include recycled wooden pallets.

Although it is expected that participating Districts will purchase significant quantities under this contract, exact quantities are unknown and the contract will NOT obligate any District to any annual minimum or maximum purchase requirements.

General Scope and Specifications:

1. Delivery including loading and unloading charges must be included in pricing to School District sites throughout the County of Spartanburg, S.C.
2. No additional handling, shipping, fuel or fuel surcharges will be granted by the participating Districts.

3. Price will remain stable for initial year, but may be adjusted according to the provision listed under General Conditions Part 19 “Price Adjustments” above. Adjustment granted by District 7 will be acceptable to all other participating Districts.
4. Two sets of samples of all three types of mulch (Playground, Double-Hammered and Triple-Hammered above) must be delivered with bid. Each sample must contain an attached specification sheet. Except for minor variations those will become the standard against which future shipments will be measured. A low quality of product sampled and priced herein may lead bidder to be disqualified for consideration.

Responsibility:

1. It is understood that contractor is responsible for the employment, control and conduct of its employees and for any injury suffered by them in the course of their employment; and to others through any negligent act.
2. It is understood and agreed that the contractor will retain supervision and control of the manner in which the work is performed.
3. Bidders must complete information contained on sheets 17 and 18 and submit with sealed bid.
4. Five (5) references are required.
5. Acknowledgement of Amendments/Addenda is required. See page 2 and page 17.

Award:

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in this bid. “**Grand Total Price Lots 1-3 item a**” from the bid sheet will determine the lowest bid. The District(s) may cancel this solicitation entirely and is under no obligation to award a contract, if the District(s) believes it is in the best interest of the District(s) not to do so.

None of the Districts will be required to purchase under this bid and contract. Individual District Purchase Orders will be made to awarded contractor by the individual districts.

Instructions to Bidders/Proposers:

1. All pricing shall be broken down as specified on the bid/proposal sheet.
2. All proposals/bids must be clearly marked with the following information:
Contractor Name, IFB #18-19-14
3. Bidders must include a signed page 1, page 2, page 16 (if applicable), page 17 (signed Bid Sheet) and pages 18 and 19 (Business Profile & References) of this solicitation.
4. Bid as specified herein.

MINORITY PARTICIPATION - Voluntary 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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>



Tradition. Excellence. Innovation.

**BID SHEET:
IFB #18-19-14**

IFB #18-19-14 and Number(s) _____ of _____ Addendum/Addenda received. Proposal will be invalid without completion of this and below.

Lot 1) Playground Surface Material

Brand/Product Offered _____

- a) Price for bid at 500 cubic yards \$ _____
- b) Price per cubic yards for quantities over _____ \$ _____

Lot 2) Double Hammered dark hardwood material

Brand/Product Offered _____

- a) Price for bid at 500 cubic yards \$ _____
- b) Price per cubic yards for quantities over _____ \$ _____

Lot 3) Triple Hammered dark hardwood material

Brand/Product Offered _____

- a) Price for bid at 500 cubic yards \$ _____
- b) Price per cubic yards for quantities over _____ \$ _____

Price Lot 1 item a \$ _____

Price Lot 2 item a \$ _____

Price Lot 3 item a \$ _____

Grand Total Lots 1-3 item a \$ _____

All prices must be delivered prices.

Company Name: _____

Authorized Signature (same as page 1) _____

Printed Name from Above _____

Date: _____

BUSINESS PROFILE & REFERENCES
Spartanburg School District 7

Business Name _____

Address _____

Contact Person: _____ Phone: _____

Fax Number: _____ E-Mail Address: _____

Workers' Compensation on all employees? Yes () No ()

Year Business established: _____ Annual Sales (optional): _____

Number of employees: _____ Minority Owned Business? Yes () No ()

Insurance Company Name/Address:

Bank References:

Bonding Company Name/Address: _____

List References Required Under This Solicitation:

School/Company Name #1 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #2 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #3 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #4 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #5 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____