

	Spartanburg County School District No. 7	Solicitation Number 2405 Issue Date Jan. 26 th , 2024 Procurement Officer: Donna Wiggs Phone (864) 594-6167 E-Mail Address: DBWiggs@spart7.org
	INVITATION FOR BID	

DESCRIPTION: Landscaping Services for McCarthy-Teszler & Whitlock Flexible Learning Center

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:
 Spartanburg County School District No. 7
 610 Dupre Drive
 Spartanburg, SC 29307
 Attn: Donna Wiggs – IFB #2405

SUBMIT OFFER BY: **Feb. 19th, 2024 @ 10:00AM**

QUESTIONS MUST BE RECEIVED BY: **Feb. 7th, 2024 at 10:00AM**
 (please direct questions in writing to Donna Wiggs at DBWiggs@spart7.org)

SITE MEETING: Mandatory On-Site Meeting DATE & TIME: Feb. 1st, 2024 at 9:00 am	LOCATION: Whitlock Flexible Learning Center 364 Successful Way Spartanburg, SC 29303
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: Spartanburg7.org/Procurement
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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 sixty (60) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	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 <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

HOME OFFICE ADDRESS (address for Offeror's home office/principal place of business)	HOTICE ADDRESS (address to which all procurement and contract related notices should be sent):
PHONE NUMBER:	
EMAIL ADDRESS:	

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by initialing and dating below.							
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

MINORITY PARTICIPATION	Are you a South Carolina Certified Minority Vendor? (Yes or No)
	If YES, South Carolina certification #
	Are you a non-certified Minority Vendor? (Yes or No)

<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in- state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.</p>
<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35- 1524(D)).</p> <p><input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address</p>

INSTRUCTIONS TO OFFERORS

Spartanburg School District Seven is seeking qualified Landscape Maintenance Contractors to provide professional services for Landscape Services for McCarthy Teszler School and Whitlock Flexible Learning Center. This service includes all labor, materials and equipment necessary to perform the work per the specifications and requirements of this solicitation and invitation to bid.

All bidders must submit one (1) original copy of their bid.

**Mandatory On-Site Meeting on Feb. 1st, 2024, at 9:00am
Whitlock Flexible Learning Center
364 Successful Way
Spartanburg, SC 29303**

Bids will be accepted until FEB. 19th, 2024 at 10:00AM.

At that time, each bid will be open and read aloud.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

**Spartanburg County School District No. 7
610 Dupre Drive
Spartanburg, SC 29307
Attn: Donna Wiggs – IFB #2405**

Electronic submissions will not be accepted.

Sealed bid packages **must** include completed copies of pages **1, 2, 26, 27, and 28.** All requirements found in Section III, Scope of Bid, beginning on page 12, must be included. A copy of your current professional/business license should be included in your bid package.

All questions must be addressed to Donna Wiggs at DBWiggs@spart7.org

DEFINITIONS:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Spartanburg County School District No. 7 Board of School Commissioners and its successors in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any amendments. US or WE means the DISTRICT.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor's obligations under the contract. [2A.003]

I. GENERAL PROVISIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

The Procurement Code and Regulations of Spartanburg County School District No. 7 will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at Spartanburg7.org/Procurement.

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

Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical

handicap.

Amendment

This solicitation may be amended at any time prior to opening via an amendment. These amendments will be posted on the District website, <http://spartanburg7.org/procurement>. 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 proposal. No addenda shall be issued later than three (3) days prior to the submittal date except to (a) withdraw the IFB/RFQ/FPB/RFP solicitation, or b) to postpone the IFB/RFQ/FPB/RFP 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.

All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, and 2) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet).

Approval of Publicity Release

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further 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 District.

Authorization and Acceptance

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this IFB/RFQ/FPB/RFP. It is understood that your proposal is firm for a period of sixty (60) days from the proposal due date.

Authorized Agent

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

Bid Constitutes Offer

By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the IFB/RFQ/FPB/RFP and any other contractual instrument shall be governed by the terms and conditions of this IFB/RFQ/FPB/RFP, except where subsequent amendments to any contract resulting from this IFB/RFQ/FPB/RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this IFB/RFQ/FPB/RFP.

Board as Procurement Agent

The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

Certification Regarding Debarment and other Responsibility Matters

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

Clarifications

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her 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 the IFB/RFQ/FPB/RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act.

Confidentiality – Offeror

(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 District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, 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 District 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 the District, its agencies, officers 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".

Correction of Errors on the Bid 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 proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

District Closings

If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

Duty to Inquire

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

Freedom of Information Act (FOIA)

All Freedom of Information Act (FOIA) requests must be sent via email to Communications@spart7.org

Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents.

Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The District must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor’s insurance and shall not contribute with it.

Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Iran Divestment Act – Certification

The Iran Divestment Act List is a list published pursuant to Section 11-57-310, that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://procurement.sc.gov/iran-divestment> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. By signing your Offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the resulting contract. A copy of your current business/professional license should be included with your proposal documents.

Offeror's Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services and equipment in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

Preferences - A Notice to Vendors

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

1. **Preferences - SC/US End-Product:** Section 11-35-1524 provides a preference to vendors offering South Carolina end- products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end- product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute.
2. **Preferences – Resident Contractor Preference:** To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the

preference (and, potentially, for other enforcement action).

3. Preferences – Resident Subcontractor Preference: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder’s total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor’s labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the District and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.
4. Preferences - Resident Vendor Preference: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code)

Preparation 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.

Prohibited Communications and Donations

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

During the period between publication of the solicitation and final award, ***you must not communicate,***

directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract.

You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [2A.087]

Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all 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.

Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. 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. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

The District may reject an Offer as nonresponsive 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.

Subcontracting

The successful Offerors will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this IFB/RFQ/FPB/RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

Unlawful Acts

The District interprets a signed proposal document 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 law.

Vendor Registration

You **must** complete the Vendor form to be eligible to submit an offer. The form will be included in the solicitation or it is available on our District website.

Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

Withdrawal of Response

A proposal cannot be withdrawn after it is filed unless the respondent makes a written request to the Procurement Officer prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

II. TERMS & CONDITIONS

Assignment, Novation, and Change of Name, Identity, or Structure

(a) Contractor shall not assign this contract, to its rights, obligations, to any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy, corporate reorganization, and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty (30) days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specified state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, to its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, to novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfer by operation of law.

Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer 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 Vendor 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 Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

Bankruptcy

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

Bid in English and Dollars

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

Brand Name References

Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other description and should include the manufacturer's illustration and complete description of the product(s) offered. The District reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the District may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to the name brands, numbers, etc., as specified in the invitation.

Conduct and Actions of Vendor's Employees

The Vendor 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 shall not be permitted on the Project Site or the Owner's property.

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

Contract Terms

The term of the contract resulting from this solicitation will be for one (1) year with the option to renew for four (4) additional one (1) year periods. The District Superintendent will have the option of renewing for two (2) additional years. A purchase order will be issued by the District as services are needed. The purchase order will represent a contract between the District and the vendor(s).

District and School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking/vaping, no weapons, no alcohol, and drug-free policies. 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 proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

Electronic Copies (only if requested in solicitation)

In addition to your original offer, you may be asked to submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be

on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

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, immigrant status, English speaking status, ancestry or physical handicap.

Ethics Certification

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments 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 of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

Indemnification

The Vendor 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 to any location in which work is located arising out of or suffered through any act or omission of the Vendor.

Mail Pickup

The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

Questions from Offerors

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing to Donna Wiggs, DBWiggs@spar7.org. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19- 445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed requirements. (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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.

Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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.

Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

Right to Protest

Solicitation - Any prospective bidder, offeror, contractor, or subcontractor 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.

Intent to Award - a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, GLTaylor@spat7.org , 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.

Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

South Carolina Law

Upon award of a contract under this IFB/RFQ/FPB/RFP, 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. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state. All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

III. SCOPE OF SERVICES

The purpose of this solicitation is to request bids from qualified companies to provide landscaping services for McCarthy Teszler School and Whitlock Flexible Learning Center, per the scope of work specifications.

The district reserves to the right to accept or reject any or all proposals received, and to accept the bid that is most advantageous to the District. Payments on contracts resulting from this solicitation will be based on receipt and acceptance of materials/services and a proper invoice (no shipping charges, discounts applied, etc.)

SCOPE OF WORK:

Spartanburg School District Seven, hereafter referred to as the “District”, is accepting bids from qualified vendors for Landscaping Services. Bids will be received until **10:00am on February 19th, 2024**. Late responses to this solicitation will not be accepted.

Mandatory on-site meeting date, time, & location:

Date: February 1st, 2024 at 9:00am
Location: Whitlock Flexible Learning Center
364 Successful Way
Spartanburg, SC 29303

Spartanburg School District Seven is seeking qualified Landscape Maintenance Contractors to provide professional services for Landscape Services for McCarthy Teszler School and Whitlock Flexible Learning Center. This service includes all labor, materials, and equipment necessary to perform the work per the specifications and requirements of this solicitation and invitation to bid.

The Contractor agrees to furnish all service levels, labor, and materials to complete the required scope of work described herein. All work to be completed in a workman like manner according to standard practices. The Contractor shall pay all Sales Taxes, Unemployment Compensation, taxes on the material and labor furnished under this contract as required by the United States Government and the State of South Carolina in which this work is performed. Contractor is required to have all appropriate licenses as required to do business in South Carolina and Spartanburg School District 7 area.

Contractor acknowledges that the services specified in this document are not intended to express every detail of the service to be provided by Contractors and Contractors hereby represents that it is experienced and competent in providing service that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such service.

REQUIREMENTS:

All bidders are required to have an adequate service organization with local representatives for our geographical area. The service representative shall be employed by the bidder or designated by him as his authorized representative on a full-time basis and not as a subcontractor. The Contractor is to **furnish proof of a South Carolina Business license and liability insurance.**

Work Specifications for McCarthy Teszler School

Lawn Maintenance

The Contractor is to check with the Director of Maintenance on the special needs of the District for that week. The schedule may need to be adjusted due to testing or special programs from time to time. The Contractor is to provide a maintenance schedule for this school and email to the Director. No mowing operation can take place during recess, or within close proximity of children; this includes ball games or extracurricular activities.

Mowing/Blowing:

- Prior to mowing, remove and dispose of all litter and debris from entire campus areas.

- Grass areas shall be mowed weekly during the growing season. Grass may be mowed biweekly when not in a fully active growing stage. Dormant season mowing is not required but must be used as a method to clear managed areas in this contract of leaves.
- Clippings, if bagged, shall be removed from the property on the same day the property is serviced.
- During growing season, mowing shall be postponed when the weather or conditions will result in rutting or damaged grass.
- Grass clippings, trimmings and debris shall be removed from the adjacent walks, drives, curbs, or surfaces on the same day as mowed or trimmed.
- Landscape debris generated by the service visit shall be blown-off or swept at each scheduled visit. Do not blow grass clippings into the shrub beds or onto paved areas unless after such blowing, the resultant accumulation of material is gathered and removed from the site.
- Clippings may be blown back to lawn, but no visible clumps of cut grass shall remain.
- Contractor is responsible for maintaining grass at the proper height.
- **Synthetic** turf, if applicable, within playground areas are to be blown free of debris with a handheld blower each visit. **No vacuum machinery is to be used on synthetic turf areas.** Clippings may be blown back to lawn, but no visible clumps of cut grass shall remain.

Edging & String Trimming:

- Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, bed edges, road signs, guard posts, trees, shrub, utility poles, and other obstacles where mowers cannot reach shall be edged each visit, not to exceed 7 days to maintain a neat, clean grass edge.
- Grass shall be edged/trimmed to the same desired height as determined by the mowing operation.
- Grass adjacent to tree wells, valve boxes, and quick couplers shall be trimmed as needed to maintain a clean appearance.
- Clippings shall be blown off of all surfaces at the time edging/trimming is completed.
- No chemical edging shall be performed on front entrances and drives.

Chemical Edging:

- Chemical application may be used to kill weeds and turf in and around areas adjacent to buildings, the base of fence lines or where bed edges do not exist.
- Areas that have fenced in equipment will be cleared of weeds and herbicide applied twice yearly. The contractor shall endeavor to prevent further encroachment into maintained areas.
- All chemicals shall be furnished by the Contractor. No chemicals may be stored on District property.
- Apply chemicals according to Federal, State and Local regulations.
- The contractor shall use herbicidal agents that meet local, State or Federal laws or regulations for use in public areas. The contractor shall place the SDS (Safety Data Sheet) for all herbicides used on file at the Spartanburg School District Seven Maintenance Department prior to beginning work.
- Contractor shall indemnify and hold the District harmless for any citations or fines issued to the District that are directly attributable to the Contractor's failure to comply with local, State or Federal laws or regulations governing the use of herbicides.
- Chemicals shall be used according to South Carolina Pesticide Regulation.
- Applicator must have proper licensing through:
Clemson University
Department of Pesticide Regulation
Exam and Certification Coordinator

Lawn Fertilization:

- Fertilization for **185,788 square feet** of non-irrigated grassed areas.

- Contractor shall apply fertilizer applications, ensuring even coverage. Where irrigation systems are in place, fertilized areas should be watered following the application in order to avoid chemical burn to foliage.
- Grassed area fertilization shall be performed a minimum of **3 times annually**. (Early June, Mid-July and Early September)
- The fertilization of shrubs, trees, ground cover, perennials, etc. shall be performed **bi-annually**. (Early Spring and late Fall)
- Soil tests should be conducted bi-annually to ensure necessary soil nutrients. If soil needs treatment, contractor will recommend a program to address correcting soil deficiencies. Contractor shall bid materials for application at time of occurrence. Bill, as extra, upon approval from the Director of Maintenance.
- Applications of fertilizer, herbicide and pesticide shall be staked with warning “Flags” that delineate the area of treatment. The Contractor shall remove flags during the next recurring service.
- Safety Data Sheets utilized by the Contractor at the subject facilities shall be provided to the account contract (5) days in advance of application.
- 24-5-11 25% PCSCU w/ Root Enhancer (50#) to be used for Fertilization applications during growing seasons.

Trimming and Pruning:

- Trimming of all shrubbery must be done at a minimum of twice per year. Shrubby may be trimmed in rotation throughout the year. Contractor is responsible in determining when specific shrubbery needs trimming.
- All shrubbery must be kept in manageable shape throughout the year.
- Selective pruning of Crape Myrtles must be done after trees have gone dormant for the winter.
- Liriope and perennials will be cut back in February.
- Trees along the Nature Trails at the site are to be kept trimmed so as to not obstruct the trails.

Bed Maintenance:

- The Contractor must be responsible for the maintenance of trees, shrubs, and planting areas.
- Removal of dead, diseased and or dying plant material will be performed as necessary.
- A written list of any dead, dying or damaged trees must be provided by Contractor. Contractor will include recommendations and associated costs for removing, replacing, or repairing such trees and shrubs. Removal of dead, diseased and or dying plant material will be performed after approval from the Director of Maintenance.
- Maintaining uniform circular tree basins by removing grass, weeds, rock, and other debris will be performed monthly.
- Contractor shall maintain planting beds free from undesirable grass, weeds, rock, litter, and other debris.
- Weeds and grass growth will be removed and kept clear from all planters, beds, curbs and hard surface cracks and expansion joint areas using a chemical and mechanical means weekly.
- Apply pre and post-emergent herbicides to achieve or maintain weed-free beds. Weeds larger than 3” shall be pulled by hand.

Irrigation System Maintenance:

General Irrigation Maintenance

- The Contractor will be responsible for monitoring, cleaning of nozzles, and adjustment and minor repair of the irrigation system to provide adequate coverage. All heads will be maintained to provide proper arc and trajectory.

- The Contractor will be responsible for programming the irrigation controllers to apply sufficient water to landscaped areas and eliminate excessive run-off water. Repeat cycles on controllers will be utilized, where applicable.
- The irrigation operation schedule will be determined by the Contractor and Director of Maintenance. Specific tests or other special operations schedules will need to be discussed. Watering will not be programmed on the same day as mowing.
- If over-spraying, especially on glass surfaces, or deficient sprinkler coverage becomes evident and repairs beyond this scope of services are needed. Problems found requiring correction or replacement shall be reported and a repair proposal with pricing will be submitted for approval to the Director of Maintenance before any repairs are made.
- Spring start, for winterized systems, turn on water, open gate valves and set the controller prior to the spring watering season.

System Winterization

- In the fall or winter, as dictated by the local climate, the irrigation system must be winterized, in order to minimize damage that can be caused by ice expansion within the piping.
- When freezing temperatures are forecast, the Contractor will be responsible for shutting down controllers and draining or clearing irrigation lines. The contractor will be responsible for any damages to the irrigation system and/or plant material resulting from failure to take preventive action in anticipation of freezing.

Technical System Inspections

- Inspection of the irrigation system will be once a month, beginning the first month of the system start-up and every month, up to and including the month scheduled for system winterization.
- Items to be inspected will include valves, spray heads, mainline, coverage patterns, etc. Problems or repairs found requiring correction or replacement that are beyond the scope of the services must be reported and a repair proposal with pricing will be submitted for approval to the Director of Maintenance before any repairs are made.

Repairs

- Provide a list of labor and parts in need of repairs. All repairs not covered in the Scope of Services that are extra will be performed on a work order basis, with prior written approval by the Director of Maintenance.
- Cost for major repairs to the irrigation system shall be approved by the Director of Maintenance, i.e., line breaks, nonoperational valves, etc. prior to Contractor performing any work. Emergency repairs may be necessary to maintain safety and reduce utility or other costs at which time a call should be made to the Director of Maintenance for assistance.
- Irrigation equipment and components that are damaged due to the Contractor's operations shall be repaired or replaced by the Contractor promptly and reported to the Director of Maintenance as soon as found.

General Services:

Mulch:

- **375 Cubic Yards** of Double Ground Hardwood Mulch to be installed at a depth of 3". Single ground hardwood mulch or any substitute mulch other than Double Ground Hardwood Mulch will not be accepted.
- Mulching to occur once per year prior to the start of a new school year.

- Existing Playground mulch is not to be removed, but to be supplemented with 3” of new playground mulch annually (Prior to the start of a new school year). This would represent **75 cubic yards** of playground mulch. Please furnish a sample of playground mulch for approval before using.

Litter Control:

- Planting beds, sidewalks, parking lots, alleyways, and fence lines shall be cleared of visible litter or debris, grass clippings and garbage weekly.
- Debris caused by normal seasonal wind and thunderstorms will be removed from site.
- Contractor shall be responsible for disposal of debris in accordance with local rules and regulations.
- If an inordinate amount of trash (i.e. overturned trashcan, dumpster turned over, storm debris, etc.) exists on the site, inform the Director of Maintenance of the situation within 24 hours. Contractor shall remove such large items after approval by the Director of Maintenance.
- In the event of storm damage, Contractor shall be prepared to provide an immediate cost estimate to remove all fallen or broken trees and branches, and secure same from causing property damage. These costs must be approved by Director of Maintenance prior to execution of cleanup.

Leaf Removal:

- Leaves shall be removed from areas during regular service visits during the growing season.
- During the dominate leaf drop season, leaves shall be removed from areas during each regular service visit.
- Leaves shall be removed from the site and legally disposed of upon exiting premise of job site.

Drainage:

- Contractor shall inspect existing surface drainage structures and clear debris and litter, if necessary, to facilitate proper surface flow of water to catch basins, or other drainage containment systems on the property. Any issues found should be reported as soon as found to the Director of Maintenance.

Safety Requirements:

Meetings:

- Safety meetings are to be held by Contractor monthly or on and as needed basis to ensure work is being completed in a safe manner.

Equipment:

- Certified safety glasses to be worn at all times when equipment is running in the nearby vicinity.
- Ear Plugs are to be worn when in operation of lawn equipment.
- Safety vests to be OSHA approved and worn at all times while on the premises.

Uniforms

- Uniform attire with the contractor’s name/logo is **required** in order to easily identify Contractor’s employees.
- Long pants, shirt, and closed toe shoes are required at all times.

Safety Data Sheets:

- Contractor shall provide the proper Safety Data Sheets (SDS) to the Owner prior to using said material. (Typically, this refers to Chemicals used at any given time)
- Contractor shall always have copies of all SDS on the truck.

Detention Pond

The Contractor will be responsible for maintaining fenced in detention pond. This includes but is not limited to the maintaining of the vegetation, cutting grass, edging, trash removal, etc. in accordance with Spartanburg County guidelines.

Additional Requirements:

Additional work not covered by this Contract will require the Contractor to submit a proposal with a cost for additional work showing hourly rate for typical lawn maintenance items such as, mowing, mulching, pruning, or planting of flowers and shrubs along with material cost.

Work Specifications for Whitlock Flexible Learning Center

Lawn Maintenance

The Contractor is to check with the Director of Maintenance on the special needs of the District for that week. The schedule may need to be adjusted due to testing or special programs from time to time. The Contractor is to provide a maintenance schedule for this school and email to the Director. No mowing operation can take place during recess, or within close proximity of children; this includes ball games or extracurricular activities.

Mowing/Blowing:

- Prior to mowing, remove and dispose of all litter and debris from entire campus areas.
- Grass areas shall be mowed weekly during the growing season. Grass may be mowed biweekly when not in a fully active growing stage. Dormant season mowing is not required but must be used as a method to clear managed areas in this contract of leaves.
- Clippings, if bagged, shall be removed from the property on the same day the property is serviced.
- During growing season, mowing shall be postponed when the weather or conditions will result in rutting or damaged grass.
- Grass clippings, trimmings and debris shall be removed from the adjacent walks, drives, curbs, or surfaces on the same day as mowed or trimmed.
- Landscape debris generated by the service visit shall be blown-off or swept at each scheduled visit. Do not blow grass clippings into the shrub beds or onto paved areas unless after such blowing, the resultant accumulation of material is gathered and removed from the site.
- Clippings may be blown back to lawn, but no visible clumps of cut grass shall remain.
- Contractor is responsible for maintaining grass at the proper height.

Edging & String Trimming:

- Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, bed edges, road signs, guard posts, trees, shrub, utility poles, and other obstacles where mowers cannot reach shall be edged each visit, not to exceed 7 days to maintain a neat, clean grass edge.
- Grass shall be edged/trimmed to the same desired height as determined by the mowing operation.
- Grass adjacent to tree wells, valve boxes, and quick couplers shall be trimmed as needed to maintain a clean appearance.
- Clippings shall be blown off of all surfaces at the time edging/trimming is completed.
- No chemical edging shall be performed on front entrances and drives.

Chemical Edging:

- Chemical application may be used to kill weeds and turf in and around areas adjacent to buildings, the base of fence lines or where bed edges do not exist.
- Areas that have fenced in equipment will be cleared of weeds and herbicide applied twice yearly. The contractor shall endeavor to prevent further encroachment into maintained areas.
- All chemicals shall be furnished by the Contractor. No chemicals may be stored on District property.
- Apply chemicals according to Federal, State and Local regulations.
- The contractor shall use herbicidal agents that meet local, State or Federal laws or regulations for use in public areas. The contractor shall place the SDS (Safety Data Sheet) for all herbicides used on file at the Spartanburg School District Seven Maintenance Department prior to beginning work.
- Contractor shall indemnify and hold the District harmless for any citations or fines issued to the District that are directly attributable to the Contractor's failure to comply with local, State or Federal laws or regulations governing the use of herbicides.
- Chemicals shall be used according to South Carolina Pesticide Regulation.
- Applicator must have proper licensing through:
Clemson University
Department of Pesticide Regulation
Exam and Certification Coordinator

Lawn Fertilization:

- Fertilization for **105,100 square feet** of non-irrigated grassed areas.
- Contractor shall apply fertilizer applications, ensuring even coverage. Where irrigation systems are in place, fertilized areas should be watered following the application in order to avoid chemical burn to foliage.
- Grassed area fertilization shall be performed a minimum of **3 times annually**. (Early June, Mid-July and Early September)
- The fertilization of shrubs, trees, ground cover, perennials, etc. shall be performed **bi-annually**. (Early Spring and late Fall)
- Soil tests should be conducted bi-annually to ensure necessary soil nutrients. If soil needs treatment, contractor will recommend a program to address correcting soil deficiencies. Contractor shall bid materials for application at time of occurrence. Bill, as extra, upon approval from the Director of Maintenance.
- Applications of fertilizer, herbicide and pesticide shall be staked with warning "Flags" that delineate the area of treatment. The Contractor shall remove flags during the next recurring service.
- Safety Data Sheets utilized by the Contractor at the subject facilities shall be provided to the account contract (5) days in advance of application.
- 24-5-11 25% PCSCU w/ Root Enhancer (50#) to be used for Fertilization applications during growing seasons.

Trimming and Pruning:

- Trimming of all shrubbery must be done at a minimum of twice per year. Shrubby may be trimmed in rotation throughout the year. Contractor is responsible in determining when specific shrubbery needs trimming.
- All shrubbery must be kept in manageable shape throughout the year.
- Selective pruning of Crape Myrtles must be done after trees have gone dormant for the winter.
- Liriope and perennials will be cut back in February.

Bed Maintenance:

- The Contractor must be responsible for the maintenance of trees, shrubs and planting areas.
- Removal of dead, diseased and or dying plant material will be performed as necessary.

- A written list of any dead, dying or damaged trees must be provided by Contractor. Contractor will include recommendations and associated costs for removing, replacing, or repairing such trees and shrubs. Removal of dead, diseased and or dying plant material will be performed after approval from the Director of Maintenance.
- Maintaining uniform circular tree basins by removing grass, weeds, rock, and other debris will be performed monthly.
- Contractor shall maintain planting beds free from undesirable grass, weeds, rock, litter, and other debris.
- Weeds and grass growth will be removed and kept clear from all planters, beds, curbs and hard surface cracks and expansion joint areas using a chemical and mechanical means weekly.
- Apply pre and post-emergent herbicides to achieve or maintain weed-free beds. Weeds larger than 3” shall be pulled by hand.

General Services:

Mulch:

- **100 Cubic Yards** of Double Ground Hardwood Mulch to be installed at a depth of 3”. Single ground hardwood mulch or any substitute mulch other than Double Ground Hardwood Mulch will not be accepted.
- Mulching to occur once per year prior to the start of a new school year.

Litter Control:

- Planting beds, sidewalks, parking lots, alleyways, and fence lines shall be cleared of visible litter or debris, grass clippings and garbage weekly.
- Debris caused by normal seasonal wind and thunderstorms will be removed from site.
- Contractor shall be responsible for disposal of debris in accordance with local rules and regulations.
- If an inordinate amount of trash (i.e. overturned trashcan, dumpster turned over, storm debris, etc.) exists on the site, inform the Director of Maintenance of the situation within 24 hours. Contractor shall remove such large items after approval by the Director of Maintenance.
- In the event of storm damage, Contractor shall be prepared to provide an immediate cost estimate to remove all fallen or broken trees and branches, and secure same from causing property damage. These costs must be approved by Director of Maintenance prior to execution of cleanup.

Leaf Removal:

- Leaves shall be removed from areas during regular service visits during the growing season.
- During the dominate leaf drop season, leaves shall be removed from areas during each regular service visit.
- Leaves shall be removed from the site and legally disposed of upon exiting premise of job site.

Drainage:

- Contractor shall inspect existing surface drainage structures and clear debris and litter, if necessary, to facilitate proper surface flow of water to catch basins, or other drainage containment systems on the property. Any issues found should be reported as soon as found to the Director of Maintenance.

Safety Requirements:

Meetings:

- Safety meetings are to be held by Contractor monthly or on and as needed basis to ensure work is being completed in a safe manner.

Equipment:

- Certified safety glasses to be worn at all times when equipment is running in the nearby vicinity.
- Ear Plugs are to be worn when in operation of lawn equipment.
- Safety vests to be OSHA approved and worn at all times while on the premises.

Uniforms

- Uniform attire with the contractor's name/logo is **required** to easily identify Contractor's employees.
- Long pants, shirt, and closed toe shoes are required at all times.

Safety Data Sheets:

- Contractor shall provide the proper Safety Data Sheets (SDS) to the Owner prior to using said material. (Typically, this refers to Chemicals used at any given time)
- Contractor shall have copies of all SDS on the truck at all times.

Additional Requirements:

Additional work not covered by this Contract will require the Contractor to submit a proposal with a cost for additional work showing hourly rate for typical lawn maintenance items such as, mowing, mulching, pruning, or planting of flowers and shrubs along with material cost.

IV. AWARD CRITERIA

Award will be based on the following criteria:

- Attending the mandatory on-site meeting
- Licensed to do business in South Carolina.
- Lowest Annual Total

Initial Contract Period (Projected): March 20th, 2024 – March 19th, 2025, with four one-year renewals available. Extensions may be less than but will not exceed four (4) additional one (1) year periods without written approval from the Superintendent.

Negotiations / Amendments: The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work starting with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally, it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen, or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.



**Landscaping Services for McCarthy-Teszler and
Whitlock Flexible Learning Center**

IFB #2405 Bid Tabulation Sheet

Tradition. Excellence. Innovation.

ITEM	MONTHLY PRICE	ANNUAL PRICE
Ground Maintenance	\$	\$
Chemical Applications	\$	\$
Double Ground Hardwood Mulch	\$	\$
Playground Mulch	\$	\$
Detention Pond	\$	\$
TOTAL	\$	\$

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal are named herein and that no other person than the herein mentioned has any interest in this proposal or in the contract to be entered into. This proposal is made without connection with any other person, company or parties making a bid or proposal, and that this proposal is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the property as stated in the proposal documents relative thereto and has satisfied himself relative to the work to be performed.

The bidder proposes and agrees if this proposal is accepted to contract with the Spartanburg School District Seven per the bid documents, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete and deliver the work and related work in full and complete accordance with the scope of work to the full and entire satisfaction of the Spartanburg School District Seven, with a definite understanding that no money will be allowed for extra work except as set forth in the proposal documents.

Authorized Signature

Date

Contractor/Subcontractor's must stipulate that they are responsible for running a National Sex Offender Registry check on their employees who work in schools.

By signing below, the bidder agrees to prohibit any employees or sub-contractor employees from performing work or services at Spartanburg School District Seven if they are deemed to be Registered Sex Offenders or pose a known criminal danger to children or staff. The vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-contractor employees who may be in the proximity of school children or staff. This check must be done by the vendor prior to performing any work or services at Spartanburg School District Seven.

Authorized Signature

Date



VENDOR FORM

Vendor/Company/Entity Legal Name (per IRS) _____

DBA: _____ EIN: _____ OR Social Security: _____

Business Address:

Billing Adress:

Street / PO Box

Street / PO Box

City / State / Zip

City / State / Zip

Contact Person _____

Title _____

Telephone _____

Email _____

Federal Tax Classifications

- Individual/Sole-Proprietor/Single Member LLC Corporation – C or S: Partnership
Limited liability company (C, S, or P): Non-Profit

Indicate number of years firm has been in business under the present name: _____

Principal Activity (Please select one) Labor Material Other: _____

List the principal type of service(s) or product(s) that are being provided: _____

The company's status is a: Minority Owned Business (MBE) Woman Owned Business (WBE) N/A

Minority Status of Owner(s)

- African American Asian Aleut Caucasian Female
East Indian Inuit Native American Other: _____

Citizenship Status of Minority Owner(s): United States Other: _____

Certified 8(a) by US Small Business Administration Yes No

Are you licensed to do business in South Carolina, as well as locally, including all business licenses? Yes No

I certify that all information provided as part of this certification is true and accurate.

Signature _____ Printed Name _____ Date _____

Insurance

Insurance Company Name: _____

Address: _____

*Submit a copy of summary of Insurance Policies you have or plan to acquire to comply with insurance requirements

List three (3) schools / and or businesses your firm has performed work for during the past five (5) years.

School or Business Name	Contact Person	Telephone

Signature of person authorized to submit bids

Title

Date