

	Solicitation Type:	Request for Proposal (RFP)
	Solicitation Number	2223-37AR
	Date Issued	4/19/2023
	Procurement Specialist	Annette Roberts, NIGP-CPP, CPPB
	Phone	(843) 488-6942
	E-Mail Address	aroberts@horrycountyschools.net
	Address	HCS, Procurement Office
	Mailing:	Physical:
	PO Box 260005	335 Four Mile Road
	Conway, SC 29528	Conway, SC 29526

DESCRIPTION: Lawn and Landscape Maintenance Services
USING GOVERNMENTAL: Horry County Schools

The Term "Offer" Means Your "Bid", "Proposal" or "Quote".

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

SUBMIT OFFER BY (Opening Date/Time): 5/15/2023 / 3:00 p.m. (EST) (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY(Date/Time): 5/3/2023 / 3:00 p.m. (EST) (See "Questions From Offerors" provision)

SUBMIT QUESTIONS TO: aroberts@horrycountyschools.net

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3 **Initial here _____ if NO redacted copy is necessary**

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Horry County Schools.

See "Submitting Your Offer" provision.

CONFERENCE TYPE: <input type="checkbox"/> MANDATORY <input checked="" type="checkbox"/> NOT MANDATORY <input type="checkbox"/> Not Applicable Prebid and Site Visit DATE & TIME: 5/2/2023 at 9:00 AM- 2:00 PM (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: District Office(DO) @9:00 am (meet at District Office C300) After reviewing DO, we will then move to Conway-High School, Waterway Elementary, Black Water Middle School.
--	---

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e
-------------------------------	--

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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)	
NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

PAGE TWO
(Return Page Two with Your Offer)

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.) (See "Notice" clause)			
				Area Code:	Number:	Extension:	Facsimile:
				E-Mail Address:			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)				ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)			
				Order E-Mail Address:			
<input type="checkbox"/> Payment Address same as Home Office Address				<input type="checkbox"/> Order 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 Notice Address (check only one)			
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)			10 Calendar Days (%)	20 Calendar Days(%)	30 Calendar Days (%)	_____ Calendar Days (%)	
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. [11-35-1524(E)(4)&(6)] ** PREFERENCES DO NOT APPLY WITH THIS SOLICITATION							
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)). (check only one) _____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address ** PREFERENCES DO NOT APPLY WITH THIS SOLICITATION							

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

Return all with boxes checked:

- (1) Original of complete offer** Uploaded to the URL provided below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- (1) Redacted copy** Uploaded to the URL provided below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

(see Section II A "DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021")
(see Section II B "ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):"
(see Section IV "SUBMITTING REDACTED OFFERS (MODIFIED):")

TABLE OF CONTENTS

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES: The purpose of this solicitation is to acquire services and supplies complying with the enclosed description and/or specifications and conditions. [01-1005-1]

Horry County Schools seeks to establish a contract to provide lawn and landscape maintenance services at all locations within the District on a specific schedule from qualified contractors as per specifications herein.

These specifications cover services to furnish all supervision, labor, materials, supplies, travel, transportation, and equipment necessary to provide the supplies and services requested for the District.

MAXIMUM CONTRACT PERIOD – (ESTIMATED): Start date: 07/01/2023 End date: 06/30/2028.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period". [01-1040-1]

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one year renewal options. The maximum potential contract life is five years.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION UNLESS EXPRESSLY PROVIDED OTHERWISE

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

BOARD means the Horry County Schools Board of Education or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity

BUYER means the Procurement Officer/Specialist.

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.

CONTRACT means all types of Horry County Schools agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist to order without the consent of the contractor.

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

COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.

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.

DAYS means calendar days.

DISTRICT means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Horry County Schools hereinafter referred to as the "District".

HORRY COUNTY SCHOOLS (HCS) is a public school district serving Horry County, South Carolina.

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 any person acting within the scope of his/her authority and duly authorized by Horry County Schools to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the Work.

US or WE means Horry County Schools.

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.

YOU and YOUR means Offeror. [02-2A003-2]

AMENDMENTS/ADDENDUMS TO SOLICITATION (MODIFIED): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments/Addendums. <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Chief Procurement Officer or designee is the only Horry County Schools official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Horry County Schools. 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 on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing, documenting the fact(s) of Offeror's error. [02-2A020-1]

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT: The Procurement Officer is an employee of the Board acting on behalf of the Horry County Schools pursuant to the HCS 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. [02-2A030-2]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) 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

(C) 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 (a)(1)(i)(B) of this provision.

(ii) 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.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Specialist if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Specialist may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Horry County Schools, the Procurement Specialist may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (MODIFIED): The Horry County Schools District Procurement Code is available at: https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf [02-2A040-2]

The South Carolina Code of Laws are available at: <http://www.scstatehouse.gov/code/statmast.php>.

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

COMPLETION OF FORMS/CORRECTION OF ERRORS: 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. Do not modify the solicitation document itself (including bid schedule).

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, Horry County Schools 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. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1].

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

TOBACCO FREE ENVIRONMENT CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Tobacco Free Environment, The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

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 See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE: 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 Specialist at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that Horry County Schools may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an 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]

PROTESTS (MAY 2019): If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to

protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

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.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with Horry County Schools or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.*** All communications must be solely with the Procurement Specialist.] [R. 19-445.2010]

(b) 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.***

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Specialist 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 Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. 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) Horry County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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. [See R. 19-445.2140] [02-2A095-2]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "QUESTIONS 2223-37AR" and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

REJECTION/CANCELLATION: Horry County Schools may cancel this solicitation in whole or in part. Horry County Schools may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (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 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 Specialist. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Specialist determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. HCS 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.

(f) **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. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as 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 work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School 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. Useful information is available online at: <https://www.horrycountyschools.net/Page/683>

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021): (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any

information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35- 410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify, and hold harmless the State of South Carolina, 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 State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING YOUR OFFER OR MODIFICATION (MAR 2015) (MODIFIED): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) 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. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2] 3/10/22

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION MANDATORY (MODIFIED MARCH 2020): The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the Horry County School Board of Trustees. Board meetings are normally, but not always, held monthly. [02-2B015-1]

CONFERENCE – PRE-BID/PROPOSAL: Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential Offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will **NOT** afford individuals enough time to complete an initial review of the document during the conference.

CONTENTS OF OFFER (RFP)(MODIFIED): (a) Offers should be complete and carefully worded and should convey all of the information requested.

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

(c) The contents of your offer must be divided into two (2) parts, the technical proposal and the business proposal. Each part should be bound in a single volume electronic file.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. This is not an offer to negotiate, and the Offer may be accepted without opportunity to negotiate. [02-2B040-2]

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020): Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and 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. If required by the solicitation, your business and technical proposals must be within separate files. [Rev02-2B070-2]

One (1) Electronic Technical marked "Original", One (1) Redacted Electronic Technical Copy marked "Redacted",

One (1) Electronic Price Proposal marked "Original"

SUBMITTING A PAPER OFFER OR MODIFICATION:

Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and ON-LINE BIDDING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply: (a) 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. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Procurement Office	Procurement Office, B300
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

- (2) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

MAIL PICKUP: The District's Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer. [02-2B080-1]

ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020-MODIFIED): (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will

enter and/or upload your offer.

- 2 Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you.
- 3 Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received.

If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or cservice@vendorregistry.com. The Procurement Office is not able to assist you in entering your offer.

It is **STRONGLY** recommended that you enter your bid online well before the bid opening date and time.

OPENING PROPOSALS –INFORMATION NOT DIVULGED (RFP): In competitive sealed proposals, neither the number nor identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST-CPO – HCS ADDRESS (MODIFIED): Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to rstrickland@horrycountyschools.net, (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005. [02-2B120-1]

SITE VISIT: A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract. [02-2B165-1]

Date & Start Time: May 2, 2023 at 9:00 am

Location:

- | | |
|---|---|
| 1.) District Office
Room C300
335 Four Mile Road,
Conway, SC 29526 | 2.) Conway High School
2301 Church Street
Conway, SC 29526 |
| 3.) Waterway Elementary
700 Sandridge Road
Little River, SC 29566 | 4.) Black Water Middle School
900 East Cox Ferry Road,
Conway, SC 29526 |

UNIT PRICES REQUIRED (JAN 2006): Unit price to be show for each item. [02-2B170-1]

III. SCOPE OF WORK / SPECIFICATIONS:

SEE BIDDING SCHEDULE [03-3005-1]

3.1 INTRODUCTION:

Horry County Schools (HCS) is the third largest school district among the 85 school districts in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952 as a result of the consolidation of all existing school Districts in the county. Horry County Schools has more than 45,000 students and more than 6,000 employees. The district is made up 52 school sites and four additional

program schools within nine attendance areas: Aynor, Carolina Forest, Conway, Green Sea Floyds, Loris, Myrtle Beach, North Myrtle Beach, Socastee, and St. James

The District is governed by a board of trustees, the Horry County Board of Education, consisting of a 12-member Board of Education, elected from single-member Districts with the Board Chairman elected at-large. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.

Additional information regarding the District is available through the following URL:

[About HCS / Welcome \(horrycountyschools.net\)](http://www.horrycountyschools.net)

3.2 SCOPE OF WORK:

Horry County Schools seeks a source to provide lawn and landscape maintenance (Non-Athletic) services, to include all materials and labor necessary for the same, at various properties (Attachment D) within the District on specific schedules in accordance with all requirements stated herein. The Contractor shall furnish all labor, supervision, equipment, materials, and supplies necessary to maintain all ground cover and lawns. Contractor is to ensure both neat and well-kept appearance, and to support normal, vigorous, and healthy growth of lawn and shrubs. All areas must be kept clean and maintained as well as provide any other services requested herein. The sites are expected to be maintained at a consistently high level of quality, using highly detailed management practices and guidelines. The Contractor(s) will be held directly responsible for a consistent, aesthetic, and well-groomed appearance of the grounds. All campuses will be maintained with open spaces of well-maintained turf, trees, shrubs, groundcover, roads, and pathways in an environment that is free of litter, weeds, and unwanted pest's. If the appearance of the grounds is not acceptable to the owner and/or its designated representative, then the Contractor is required to correct the issue immediately.

This will be a one-year contract with four additional one-year options to renew, resulting in a potential five (5) year contract.

It is the intent of the District to award highest ranked offeror per each lot. Offerors must provide a price proposal on all items within a lot to be considered responsive. Failure to do so will result in rejection of your bid.

3.3 MINIMUM QUALIFICATIONS:

The following specifications and guidelines are intended for the purpose of establishing a minimum standard only. The successful Contractor will be responsible for the results and must make the necessary modifications to ensure a healthy, safe, durable, and visually appealing turf system.

Contractor shall be a reputable commercial lawn maintenance company able to maintain large sites and provide all necessary equipment to complete the work. Contractors should also have and maintain for the duration of the contract a Certified Pesticide Applicators License under the state of South Carolina Categories 03.

Contractor shall provide a minimum of (3) three references from recent commercial accounts similar to the District within the past five years. The references must be of similar size, scope of work and show proven track record. Contractor should have and maintain all city, and county business licenses in which the property is located.

It is the intent to award multiple performance-based contracts for the areas described in Attachment D. The contractor shall be responsible for all activities required in the areas. The performance of each contractor will be reviewed bi-annual at a minimum and quarterly as needed. Contractors will be notified of their performance as excellent, adequate, or underperforming. Underperforming Contractors will be put on notice that they have (thirty) 30 days to correct their deficiencies. If at the end of the (thirty) 30-day period, the Contractor has failed to correct the deficiencies to the satisfaction of the District, their contract will be terminated. Should such a termination occur, the contractual responsibility for the work will either be assigned to an existing Contractor or a solicitation will be issued for selection of a new Contractor.

3.3.1 VISITATION SCHEDULE

- a. The property shall be serviced (51) times a year during the agreed upon contract period.
- b. All areas shall be inspected upon each visit.
- c. Sign in/out at the main office when on-site to perform weekly services.

3.3.2. GENERAL SITE CLEAN-UP

- a. All walkways, parking areas, roadways, and sidewalks shall be blown or swept free of litter and debris during each visit in order to maintain a neat and aesthetically pleasing appearance.
- b. All fallen limbs, bottles, trash, and other debris shall be collected and disposed of off-site by the contractor during each maintenance visit.

3.4 CONTRACTOR(S) GENERAL REQUIREMENTS:

3.4.1 TURF SPECIFICATIONS

A. Lawn Mowing and Clean-up

1. All grassed areas except for competition athletic fields, unless otherwise noted.
2. All lawns shall be cut to a height between 1 ½ inches to 2 inches.
3. Debris in the cutting areas shall be removed prior to mowing to reduce incidents of projectiles.
4. When mowing, contractor must exercise extreme caution to avoid heavily crowded areas to reduce the risk of injury caused by projectiles.
5. The Contractor shall use the proper equipment to provide a high-quality cut and to avoid against scalping, tire tracks, etc.
6. Mowing shall be executed to discharge debris away from bystanders, buildings, and automobiles to reduce incidence of injury and property damage. Locations with an enclosed courtyard must be cut using a walk-behind mower.
7. No tractor mowers shall be driven through school hallways to avoid damage to interior walls or floors unless approved by school principal.
8. Special care must be taken to avoid damage to floors and/or walls when any equipment must be moved into a courtyard through the interior of a school building.
9. All turf areas shall be inspected weekly for detection of diseases, pest's, debris, and other problems that may cause deficiencies. These deficiencies will be reported the Assistant Manager of Central Grounds or designee. A monthly preventative maintenance will be scheduled through the School Dude System and contractor will be required to acknowledge that work has been completed.
10. Mowing during the growing season (March 1st through October 31st) shall be done 3 – 4 times per month or every 7 -10 days, depending on growing conditions and weather. Turf including Bahia grass seedheads should never exceed 3 ½ inches at any time during the growing season. If mowing frequency or turf regulators need to be applied to achieve desired look then that is what is expected from the Contractor. Mowing can be requested at any time during the duration of the contract even if not in the growing season.

- March – (7-10 days)
- April – (7-10 days)
- May – (7-10 days)
- June – (7-day max)
- July – (7-day max)
- August – (7-day max)
- September – (7-day max)
- October (7-10 days)

11. Mowing shall be performed as needed depending on growing conditions and weather during the off season, November 1st through February 28th. However, site visits shall be conducted weekly throughout the off season regardless of whether the area is being mowed. These visits should be used to blow parking lots, clean debris, prune, trim, clean up trash, etc. School Dude will have an automated monthly preventative maintenance list to be completed a weekly basis to ensure communication and task completion.

- November 1st through February 28th

12. Mowing shall remove no more than one-third of the grass height at any mowing to avoid scalping the turf. If the turfgrass becomes too tall between mowing, the mowing height shall be raised and then gradually reduced until the recommended height is reached. If the turf appears burned or scalped after cutting, then the mowing procedures should be adjusted to avoid such an unsightly appearance.
13. Mower blades shall always be kept sharp and replaced frequently to prevent tearing of leaf blades.
14. Various mowing patterns shall be employed to ensure uniform cutting and growth patterns and to avoid tire patterns.
15. All trash and debris is to be removed prior to cutting lawn. Haul off and dispose of trash and debris appropriately. The Contractor is not allowed to use the schools' dumpsters for any reason. If debris is inadvertently cut, all the shredded debris will need to be collected and removed.
16. All clippings and dirt produced by mowing and/or edging shall be cleaned from all drives, walks, sidewalks, etc. by the Contractor after each mowing.
17. All fixtures (flagpoles, signs, benches, etc.) shall be maintained as part of the contract. Where rotary mowing can't be performed, string trimming, spraying, and edging are required to maintain the areas around these fixtures.
18. All paved areas, including parking lots, basketball courts, and driveways shall be cleaned of debris at the completion of mowing, trimming, edging, etc.
19. All catch basins shall be cleaned, edged, and free of debris prior to and upon completion of routine maintenance.
20. Courtyards shall be maintained as part of regular grounds maintenance. They need to be inspected and mowed every time the other grounds are mowed. Special permissions from the facility Custodial Supervisor may be needed to access courtyards as some courtyards may only be accessed from the interior of the facility. It is the Contractor's responsibility to communicate with each school to gain access to courtyards and develop a schedule to maintain these.
21. Main entry signs shall be visible from both directions. Areas should be clean, free of weeds and debris. Tree and shrub plantings shall be maintained at a level to increase sign visibility. These plantings will need to be inspected monthly to ensure that visibility and safety is maintained.
22. All equipment guards, chutes, and other safety devices are to remain in place and engaged during mowing. Special care is to be taken not to cause damage or injury when working around vehicles or pedestrians.

23. All clippings will be dispersed after mowing or removed. All clippings shall be kept out of ornamental beds and off paved or concrete areas.
24. All curbs and all surrounding sidewalks city owned, or school owned (hard edges) shall be edged and blown every time the campuses are mowed.

B. Ponds

1. All pond banks shall be maintained on a schedule consistent with each location scheduled mowing. This includes the entire area inside and outside of the fencing.
2. Ponds must be maintained and grass around the ponds should not exceed 3 ½ inches.
3. At the inception of the contract, all trees, shrubs, and other obstructions shall be removed from the pond area.
4. All trees, shrubs, limbs less than six inches shall be removed from around the pond banks. Anything above 6 inches in diameter shall be maintained to industry standards.
5. All ponds have fences surrounding them with an access gate. On the gates there is a lock that shall be always kept locked except when mowing. It is the Contractor's responsibility to ensure that pond gates are locked before leaving the property and to report damaged locks or gates to the Assistant Manager of Central Grounds.

C. Fencing

1. All fences shall be maintained by mowing as close as possible. The use of non-selective herbicide is permitted for 4 inches on both sides of the fence with direct approval of the Assistant Manager of Central Grounds. Any damage to turf beyond four inches from the fencing will be the responsibility of the Contractor to replace.
2. Boundary/property fences shall be mowed on both sides. The outer limits shall be maintained at an eight (8) foot minimum distance.
3. All trees, shrubs, limbs less than 6 inches shall be removed from around the fence limits. Anything above six (6) inches in diameter shall be maintained to industry standards.
4. All fences shall be visible from both sides. They should be free of limbs, vines, and other obstructions.
5. All boundary/property fences shall be inspected weekly to ensure the integrity and safety of the campuses.

D. Required Storm Cleanup

1. The services included in the monthly rate are not expected to address damage caused by excessive vandalism, floods, hurricanes, tornadoes, other inclement weather or acts of God. However, maintenance and cleanup required due to weather conditions typical of the area in which the District is located (heavy thunderstorms, etc.) is included.
2. Regular storm cleanup will be done in accordance with the next scheduled visit. If the property requires extensive cleanup that must be done prior to the next scheduled visit due to situations listed above, notification will be sent to the Contractor through School Dude, and the Contractor shall survey the areas damaged and prepare an estimate for the Assistant Manager of Central Grounds using the rates submitted in the bid schedule.
3. The District reserves the right to seek additional pricing for unusually large clean-up jobs.
4. All debris shall be cleared and removed from site prior to service.

3.4.2 PLANT BEDS, TREES, AND SHRUBS SPECIFICATIONS

A. Plant Beds

1. All plant beds shall be maintained as part of this contract. They shall be weed free and properly edged. Pine straw beds should be routinely cut in/tucked in this will ensure the landscaped beds have a neat edge that looks well maintained.
2. Mulch/pine straw WILL be provided by the Contractor. A minimum of two applications is required annually, March and August prior to the start of the school year. The mulch shall match the existing product. Any alterations will need direct approval from the Assistant Manager of Central Grounds.
3. Mulch in planting beds, scrub beds and tree wells must be maintained at two (2) to four (4) inches in accordance with industry standard horticulture practices all year round. Contractor shall avoid excessive application of mulch.
4. All beds shall be trenched for a defined, manicured appearance.
5. All pine straw edges must be "tucked" using a straight edge for a neat, manicured appearance.
6. High traffic areas shall be touched-up as needed to maintain a manicured appearance. Additional price per bale shall be stated on the bid schedule. Additional charges shall not apply to the semi-annual installation of pine straw.
7. All areas to be strawed shall be raked, debris removed, edges reestablished, and any excessive straw build up removed prior to new applications. Pine straw beds should always be maintained to encourage water run off away from the buildings. Contractors are responsible for excessive pine straw buildup.
8. All areas to be mulched shall be raked, debris removed, edges reestablished, and any excessive mulch build up removed prior to new applications. Mulch should always be maintained to encourage water run off away from the buildings. Contractors are responsible for excessive mulch buildup. The Contractor shall avoid excessive application of mulch.
9. For bidding purposes, quantities used at various properties is included in Attachment D. Quantities are estimates only for the first year of the contract. Actual quantities may increase or decrease.

B. Trees and Shrubs

1. All landscape trees, palm trees, and shrubs will be maintained in this bid. Trees shall be kept in good condition and always pruned. When a dead tree is present, it needs to be reported to the Assistant Manager of Central Grounds.
2. Maintenance of landscaping plants includes pruning and trimming and will incur no less than four (4) times per year (once in spring, early summer, late summer, and late fall) to promote plant health, remove dead wood harboring insects or disease, and to accentuate the natural shape and growth habit. However, selective pruning shall be performed any time throughout the year based on each campus's needs. All landscape plants will routinely be inspected for foreign vines/plants and be removed mechanically.
3. Major trimming and pruning should be performed during the off season (November 1st through February 28th).
4. At the inception of the contract, all shrubs, plants, etc. shall be pruned and trimmed so that there is a minimum of twelve (12) inches between planting and the facility. This distance shall be maintained to keep overgrowth at a minimum.
5. At the inception of the contract, all windows and doorways shall be clear of limbs, stems, leaves, and any other materials associated with the landscape. Pruning and trimming of limbs, stems, leaves, etc. shall be maintained to keep overgrowth to a minimum and maintain clear line of sight due to safety.

6. Plant material obstructing or interfering with school signage, pedestrian walkways, or automobile traffic shall be pruned regularly, or upon request by the Assistant Manager of Central Grounds.
7. All shrubs shall be pruned twelve (12) inches between plantings and fences. This is to include all pond fences, air conditioner fences, and make up air units. At no time should landscape plantings be allowed to grow into or through fencing.

C. Leaf/ Pine Straw Removal

1. The contractor shall remove leaves/pine straw as necessary, to maintain a neat and clean appearance especially during the months of November through February. Throughout the year the contractor shall remove minor accumulations due to isolated leaf/pine straw drop and check storm drainage openings for debris blockages. Care shall be taken to remove leaves in existing mulch/pine straw areas to maintain a neat and clean appearance.
2. Contractors shall mulch large quantities of leaves during the Fall of the year to help keep property clean and to stop the spread of leaves to adjacent properties.

3.4.3 IRRIGATION (IF APPLICABLE)

A. Irrigation on Property (Athletic Fields Excluded) - General

1. Contractor agrees to regularly communicate with the Assistant Manager of Central Grounds to help ensure that the lawns receive the appropriate amount of irrigation to maintain health and integrity of the grass, bushes, flowers, and plant life within the irrigated systems. Areas within the irrigated systems shall receive sufficient amounts of water to present a uniform green color without yellowing, browning, or barren areas resulting from either excessive or insufficient watering.
2. Contractors shall inform the Assistant Manager of Central Grounds of system deficiencies, and corrections shall be made by the District.
3. Any changes in the controllers must be approved by and coordinated with the Assistant Manager of Central Grounds to not compromise other stations.
4. Irrigation components damaged by the Contractor during the maintenance process shall be repaired by the District and the Contractor will be billed for incurred damages. This is to include but not limited to, sprinkler heads, valve boxes, drip lines, water lines and irrigation valves.
5. Irrigation components damaged by accident, by fair wear and tear, or by vandalism shall be reported to the Assistant Manager of Central Grounds.

3.4.4 INSECT, DISEASE, AND WEED CONTROL SPECIFICATIONS

A. Pesticides/Herbicides

1. All Pesticide applications shall be administered with strict adherence to South Carolina, EPA, and OSHA standards and regulations.
2. Pesticide treatments must be applied by a South Carolina licensed pesticide applicator.

3. Spraying of non-selective vegetation killer is permitted. However, any spraying of non-selective vegetation killer resulting in loss of turf SHALL NOT be allowed. Non-selective vegetation killer can be applied to ditch lines, fences, and building perimeters only with approval from the Assistant Manager of Central Grounds.
4. Any area that will reduce the quality of aesthetic appearance shall be trimmed and NOT sprayed.
5. All cracks in sidewalk and voids in parking lots shall be inspected during each mowing and sprayed with nonselective herbicides if weeds exist.
6. All enclosed fenced areas where HVAC systems, cooling towers, etc. are present shall be maintained by trimming, the use of soil sterilant, or non-selective herbicides are permitted. Keys will be provided for entrance into exclusive areas.
7. A pre-emergent for crabgrass and goose grass shall be applied in the spring. Any emerging grassy weeds are the responsibility of the Contractor. Literature on the chemicals used must be provided to the Assistant Manager of Central Grounds prior to application, and label instructions must be followed during application and usage. Contractors must provide the Assistant Manager of Central Ground a detailed list of dates that each property will be treated. Contractors will rotate Chemicals yearly. (Example Barricade will be sprayed one year at 1 LBS of AI/Acre and Dimension will be sprayed the next year at .5 LBS of AI/Acre in mid-March and mid-April.) * Contractors will not treat competition or practice fields at middle or high schools but are responsible for all grounds surrounding.

B. Weed Control

1. Weed and other unwanted growth will be kept out of all plant beds, walks, parking areas, HVAC units and/or gas tank enclosures by chemical or manual means.
2. Weeds shall be kept out of all outside plastic borders of the playground areas. HCS shall maintain inside the actual mulch borders of the playground. Preferred method of removal in play areas shall be by manual means; however, if chemical treatment is needed, application shall be performed during a time when children are not present.
3. All Federal, State, and Municipal guidelines will be stringently followed in order to avoid adverse effects from the use, application, or transportation of chemicals to environment.
4. Contractor shall use a spray application for weed control in lieu of pellets to avoid accidental ingestion by young students.
5. A conservative application should be confined to plant beds and fence areas to avoid dead patches caused by overspray.

C. Ant Control

1. One application of TopChoice or equal Fire Ant Control shall be applied to all areas at least one (1) a year of fire ant prevention. Any control product utilized must equal concentration of 0.0143% of Fipronil. Provide the product specification sheet if utilizing any product other than Top Choice. The exclusive use of Top Choice fire ant control is required to be applied for control of fire ants over the entire mapped property at a rate of 87lbs per acre. A complete application should be made during the month of May and subsequent applications as needed based on site conditions. Literature on the chemical used must be provided to the Assistant Manager of Central Grounds prior to application, and label instructions must be followed during application and usage. Contractors must provide the Assistant Manager of Central Ground a detailed list of dates that each property will be treated.
2. Each location should be inspected weekly for new ant beds. Any new ant beds must be treated immediately to protect students from potential ant bites.

3. Contractors will not treat competition or practice fields at middle or high schools but are responsible for all grounds surrounding.

3.4.5 EDGING:

1. Edging shall be performed with every mowing to maintain a manicured appearance without resulting in deep trenches. Curbs, walks, sidewalks, hedgerows, flower beds, ground cover areas, including underbrush at the edge of common grounds, etc., shall be performed with a blade type mechanical edger and not a weed eater. All walks and driveways and other surface areas bordered by turf shall be edged every other week. This includes all base of walls, base of buildings, base of pole lights, and other fixtures within turf areas.
2. A string trimmer shall be used to trim around obstacles within the lawn area at the height no lower than the surrounding mowed turf. Care shall be taken to ensure painted surfaces and the bark of trees and shrubs are not damaged or stripped by the string trimmer.
3. The Contractor will also use string trimmer to burn out crack weeds on walkways, sidewalks, parking lots, and building entrances twice per month.
4. The Contractor will clean all clippings branches, and weeds from walks, curbs, roadways, and parking lots after edging or trimming.

3.4.6 HCS – School Dude Software

1. Contractor required to respond to HCS work order software (School Dude) Contractor shall be willing to obtain and maintain the following in order to respond to work orders through the District's School Dude software, internet access thorough a computer, table, or smart phone. The name, email address and cell phone number of one employee of the Contractor shall be provided to the Facilities Department. This employee shall attend a 2–3 hour training session with Facilities personnel on School Dude software.
2. The District will provide training.
3. General requests from schools for ground maintenance.
4. Contract required service interval requests.
5. Must maintain 90% on-time completion rate.
6. Failure to respond to work orders may result in withholding of payments.

3.5 CONTRACTOR'S PERSONNEL REQUIREMENTS:

3.5.1 Contractor shall use only skilled, competent, trained, licensed or certified personnel.

3.5.2 Contractor's employees should wear appropriate clothing at each facility and during every visit. Proper attire includes:

1. Full shirt (cannot be sleeveless) with company logo. Shirts are to be worn at all times.
2. Pants or shorts that fit and are free from holes.

3. Appropriate footwear for the work being performed. (No sandals or flip-flops are allowed.)
4. Clothing and/or tattoos that are obscene, profane, lewd, vulgar, indecent, offensive, show evidence of gang membership or affiliation, and/or represent or advertise alcoholic beverages, tobacco, controlled drugs, illegal drugs or drug paraphernalia shall not be worn or displayed while on District property.
5. Contractor shall determine the need for and provide any personal protective equipment (PPE) required for the safe performance of work. PPE will be the financial responsibility of the Contractors. At a minimum, the Contractor shall adhere to the Centers for Disease Control and Prevention (CDC) and U.S. Occupational Safety and Health Administration (OSHA) standards.
6. Contractor's employees shall not allow any unauthorized persons on school grounds (children, friends, etc.).
7. Contractor's employees who report for work showing evidence of any impaired conditions must not be permitted to remain on the premises.

3.6 CONTRACTOR'S PERFORMANCE REQUIREMENTS:

- 3.6.1 The Contractor shall maintain an adequate number of employees and Office Personnel to ensure that performance on all properties within a specified lot can be maintained per the schedule.
- 3.6.2 The Contractor shall designate a responsible representative in charge who shall be at the work site during all hours worked by the Contractor's employees. This representative must be fluent in the English language and be able to communicate effectively.
- 3.6.3 The Contractor shall enforce and ensure the use of personal, safety protective clothing, footwear, eyewear, and any other safety materials needed to provide the job in a safe and orderly manner.
- 3.6.4 The Contractor shall maintain all equipment. The District reserves the right to inspect the Contractor's equipment at any time prior to award of this contract or during the contract term. Equipment may be deemed unacceptable by the District for reasons that may include, but are not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions and leaking or spillage. Equipment deemed unacceptable by the District shall be replaced by the Contractor at the Contractor's expense before the next visit. Failure to provide suitable equipment for the completion of the requirements stated herein within the required timeframe may be grounds for termination of this contract.
- 3.6.6 Contractor must maintain a valid S.C. Commercial Applicator License for the entire term of the contract and shall provide a copy of license to the Procurement Department at least annually or upon request. Contractor must employ an individual with the valid SC. Commercial Applicator License. Sub-contractors are not authorized to perform the application.
- 3.6.7 Contractor shall obtain and maintain the following in order to respond to work orders through the District's School Dude software: internet access through a computer, tablet, or smart phone. The name, address, and cell phone number of one employee of the Contractor shall be provided to the Facilities Department upon award. This employee shall attend a 2 – 3 hour training session with Facilities on the School Dude software.
- 3.6.8 Contractor shall have access to and be able to communicate with the District through email.

3.7 QUALITY ASSURANCE:

- 3.7.1 The District's Assistant Manager of Central Grounds shall be the judge of acceptability of work. An inspection will

be performed by the Assistant Manager of Central Grounds. In the event of deficient performance, HCS will notify the Contractor main contact. The Contractor must be on-site by the next business day correct any identified performance deficiencies.

3.8 CONTRACTOR'S SAFETY REQUIREMENTS:

- 3.8.1 The Contractor shall be responsible for having complied with all Federal and State of South Carolina standards, regulations, and laws concerning this type of service, including EPA standards that apply to both private industry and governmental agencies. This also includes compliance with applicable OSHA safety guidelines and local municipal ordinances and regulations.
- 3.8.2 The Contractor shall retain sole responsibility for the safety of their personnel. The Contractor shall provide the necessary safety equipment for its employees while on the site. All safety regulations pertaining to the equipment being used shall be followed, and no deviations from the manufacturer's requirements for equipment shall be allowed. Any injury sustained by a Contractor's employee at a site shall be reported to the Assistant Manager of Central Grounds within 30 minutes of the incident.
- 3.8.3 Any damage caused by the Contractor's actions, to include but not be limited to, shrubs, trees, buildings, windows, doors, fences, roadways, walkways, vehicles, irrigation systems, and/or other improvements shall be replaced or repaired within seven (7) business days of notification, at no additional cost to the District.
- 3.8.4 The Contractor shall be responsible for instructing his/her employees on appropriate safety measures and is not to permit employees to place equipment in locations which may create safety hazards. The Contractor's employees shall interrupt their work, if necessary, to allow traffic (vehicle/pedestrian) to pass through work areas.
- 3.8.5 The Contractor shall notify the Assistant Manager of Central Grounds within one hour if any damage has occurred or has been observed at any gate, fence, structure, vehicle or other area.

3.9 EQUIPMENT:

- 3.9.1 Contractor shall furnish all equipment, materials, supplies, and labor to perform the work. The Contractor shall store all equipment, materials and supplies off-site.

3.10 SCHEDULING OF MAINTENANCE:

- 3.10.1 Grounds maintenance shall be coordinated with the Contractor and the Assistant Manager of Central Grounds.
- 3.10.2 Contractor shall sign in at front desk during every visit. All Contractor personnel shall come with proper identification (ex. driver's license) as well as proper uniform to each visit.
- 3.10.3 Weekend work will be allowed with the pre-approval (in writing) of the Assistant Manager of Central Grounds.
- 3.10.4 No grounds maintenance will be performed when children are present on the playground area or in close proximity. The contractor shall perform work with no interference to any public or private events taking place at the school.
- 3.10.5 Work orders for specific service requests (i.e., treatment of fire ants in a certain area or the pruning of certain bushes) will be submitted through the District's School Dude software. Contractors must be able to respond to these work orders through School Dude.
- 3.10.6 During growing season, contractor s required to provide the District with a tentative Monthly Service Schedule.

3.11 LIABILITY

3.11.1 Contractor shall be liable for:

- a. Any damages to property caused by the Contractor or Contractor's staff or due to the operation of equipment in performing the contract.
- b. Any damages to property due to Contractor vandalism.
- c. Damage to plant material or lawns due to improper horticultural practices.

3.11.2 Contractor shall not be liable for:

- a. Exposed cables/wire or sprinkler components/lines normally found below the ground surface, where not made known to the Contractor.
- b. Natural events to include flooding, storm, or events caused by wind damage.
- c. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components.
- d. Damage due to vandalism not caused by the Contractor.

3.12 FEES, CONTRACT MODIFICATION, & CHANGES IN SCOPE OF WORK DUE TO CONSTRUCTION

- a. Successful contractor shall provide all materials and labor for the scope of work stated herein for twelve (12) consecutive months constituting fifty-one (51) visits for the cost stated on the bid schedule. The district shall not be liable for any hidden or undisclosed fees not stated herein. Any work performed outside of this scope of work for which the district will incur additional cost must be approved, in advance, by the Assistant Manager of Central Grounds.
- b. The District reserves the right to add/remove locations to the contract as needed. Pricing shall be agreed upon at time of contract modification; however, cost must be consistent with contractor's current pricing for a site location of similar size. The District reserves the right to reject any pricing that is unreasonable and bid additional locations separately.
- c. For locations affected by major construction and renovations, fees and scope-of-work shall be negotiated during the on-going construction. If the contractor's scope-of-work is minimized due to the construction, a fee reduction shall be negotiated. If the contractor's scope-of-work is increased due to the construction, a fee increase shall be negotiated. All changes in pricing must be approved by the Procurement Officer.
- d. Upon final completion of construction or renovation, a permanent monthly fee shall be negotiated and approved by the Procurement Officer

DELIVERY / PERFORMANCE LOCATION - SPECIFIED: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: See Attachment D for delivery and service locations. [03-3030-1]

QUALITY – NEW: All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT:

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION: In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

All information should be presented in the order listed. Offerors should restate each item below and provide their response to that item immediately thereafter. To be considered for award, all proposals should include, as a minimum, the following information.

Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. except for what is specifically requested. Such items will not be reviewed or considered in proposal evaluations.

Offerors are required to submit a Technical Proposal and a Business Proposal (two (2) separate documents) organized in the manner specified below.

Offeror's Technical and Business Cost Proposals should be accompanied by Cover Page and Page Two. Both Cover Page and Page Two shall be completed and signed when submitted.

All proposals shall be submitted as stated below:

Failure to include these items may result in your proposal being deemed "non-responsive".

Section 1: Cover Page – Page 1 of this Solicitation Document and **Cover Page 2** of this Solicitation Document (Contact Information & Acknowledgement of Amendments).

Section 2: Technical Proposal –

- A. Brief statement of the Offeror's history including number of personnel and scope of operation.
- B. The primary point of contact for the District should be identified and a resume of qualifications included. This person or a back-up shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures of the contract resulting from this solicitation.
- C. Description of the qualifications and skills of the firm to carry out the scope of this contract, and the number of personnel to be assigned to the District.
- D. Provide a list of key staff who will be assigned to this contract, with a resume and/or experience of work.
- E. Submit a list of the equipment you own that will be used to perform under this contract (i.e. vehicles, trailers, mowers, weed eaters, etc.)
- F. Submit a list of supplies and chemicals to be used in the contract.
- G. Submit descriptions of similar size jobs completed within the past 5 years. If you have had a contract terminated, list the contract information and reason for termination.
- H. Work plan schedule and listing of current workloads to demonstrate proposer can provide this service as specified herein.
- I. References – Provide three (3) references for similar type work completed during the previous five (5) years. Provide firm name, contact name, telephone, and e-mail information. The District prefers that Horry County Schools not be listed as a reference. Provide this information on the Questionnaire Attachment C form and submit with your proposal.
- J. Submit copies of Pesticide Applicator License for the State of South Carolina
- K. Provide proof of proper business licensing in the municipalities where the work is to be performed.
- L. Provide product specification sheets and MSDS sheets for Ant Control if using a product other than Top Choice.

Section 3: Business Cost Proposal –

The Business Proposal must be submitted as a separate file/document from the Technical Proposal. Offeror is to provide a thorough and detailed presentation of all costs to be incurred by the District during the resulting contract.

[04-4005-1]

V. QUALIFICATIONS:

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

- a. Currently in the Lawn and Landscape Maintenance Services service.
- b. Minimum of five (5) years demonstrated experience in providing Lawn and Landscape Maintenance Services service.
- c. Licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits.
- d. Must have staff support to provide an effective quality control program, a training program.

VI. AWARD CRITERIA:

AWARD CRITERIA – PROPOSALS (RFP): Award will be made to the highest ranked, responsive and responsible Offeror (s) whose offer is determined to be the most advantageous to the District. [06-6030-1]

AWARD TO MULTIPLE OFFERORS (MODIFIED): Award will be made to more than one Offeror.

AWARD BY LOT/ZONE: Award will be made by complete lot(s)/zone(s). You must bid all locations in a single lot/zone to be considered for award for that particular lot/zone.

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Specialist will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004) [06-6057-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (RFP): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

Qualifications & Experience	Points: 40
Staffing and Equipment List	Points: 30
Business Cost Proposal Must be submitted/uploaded in a separate file from the technical proposal.	Points: 30

VII. TERMS AND CONDITIONS – A. GENERAL:

ASSIGNMENT, NOVATION AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Specialist. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations 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 days after contractor (not the assignee) has provided the responsible Procurement Specialist with (i) proof of the assignment, (ii) the identity (by contract number) of the specific 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, or its FEIN, contractor shall provide the Procurement Specialist prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

AFFIRMATIVE ACTION: During the term of the contract, contractors will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

BANKRUPTCY: (a) Notice. 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 Horry County Schools. This notification shall be furnished within two (2) 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 HCS contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by HCS upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2) the solicitation, as amended, , (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting HCS' final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or

different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by HCS or (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by HCS. Any document signed or otherwise agreed to by persons other than the Chief Procurement Officer shall be void and of no effect. [07-7A015-2]

CONTRACT VIOLATION: During the term of the contract, contractors who violate this contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations, include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided HCS annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Florence County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires HCS to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if

delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to HCS shall be to the Procurement Specialist 's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an 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. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015): HCS shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by HCS. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, HCS shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to HCS shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law equitable and statutory rights of set-off. [07-7A055-3]

PAYMENT WITH PROPER INVOICE: To receive payment, the Contractor shall provide a monthly invoice after services are rendered. Further details on submitting invoices will be provided with each purchase order. Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Contractor's name
- Invoice date
- Invoice number
- Contract number
- Purchase order number
- Date(s) of service
- Location serviced
- Services performed

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the HCS's may result in the contract being terminated.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PUBLICITY: Contractor shall not publish any comments or quotes of HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist. [07-7A060-1]

PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

RECORDS RETENTION AND RIGHT TO AUDIT: Horry County Schools has the right to audit the books and records of the vendors they pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for six (6) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by HCS, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by HCS. It shall be solely HCS' obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by HCS to contractor, contractor shall be liable to HCS for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER: HCS does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Specialist has actual authority to waive any of HCS' rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL:

ACCEPTANCE OF OFFERS 10% BELOW PRICE: If the district is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the district may purchase those items from the alternate vendor if the

contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Specialist in sufficient detail to satisfy the requirements of an external audit.

ASSIGNMENT OF NEW PROPERTIES AFTER ORIGINAL CONTRACT AWARD: If, during the term of the contract, a new property is to be added, it will be assigned to the vendor who was awarded the contract for the specific lot in which the property is to be located. Rates will be negotiated but shall be comparable to properties of similar size requiring similar service.

ASSIGNMENT OF PREVIOUSLY AWARDED LOT AFTER TERMINATION: If, during the term of this contract, a contractor is terminated for any reason, the work for that particular Lot to be completed under this contract will be assigned as determined by the HCS District, equitability among the remaining responsive and responsible bidders. The lot and or portions will be assigned in accordance with the remaining bidders identified and acknowledged capabilities.

BANKRUPTCY – DISTRICT INFORMATION: (a) All District information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all District information that is in Contractor’s possession in a format that can be readily utilized by the District.

(c) In order to protect the integrity and availability of District information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information. [07-7B007-1]

CHANGES: (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Specialist may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for HCS in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.
- (g) Product upgrades and new products that are offered by manufacturer.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Specialist in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor’s claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1Revised 2017 06]

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (MODIFIED SEPT 2022): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all District regulations and policies while on District property or while conducting District associated activities off of District property. District policies are available through this web site: <https://www.horrycountyschools.net/Domain/193>. The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract. [07-7B035-1]

CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Specialist, a pre-performance conference between the contractor, district and Procurement Specialist shall be held at a location selected by the district within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):(a) 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.

(b) 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.

(c) Horry County Schools, and the officers, officials, employees and volunteers, 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District if requested 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.

(f) 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.

(g) 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 effect 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.

(h) 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.

(i) 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. [07-7B056-2]

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR PERSONNEL - OBLIGATION: Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.

5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the “contractor, subcontractor or sub-subcontractor” definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

CONTRACTORS OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor’s performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR RESPONSIBILITIES: Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees be courteous at all times, not to use loud or profane language, and to work as quietly as possible. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation. Employees of the contractor must wear a uniform or shirt that identifies the company they represent and have a photo identification available at all times. No contractor employee is to fraternize with students or facility for any reason. Any employee of the contractor that deviates from this standard of conduct shall be removed from the premises and forbidden access to any HCS property.

It is the contractor’s responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules.

It is the contractor’s responsibility to follow schedules and instructions provided by designated District contacts. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized District representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.

INSPECTIONS: The District shall demand strict conformance to the standards and frequency specified herein. The Assistant Manager of Central Grounds or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished. The grounds supervisor or his/her designee will enforce the standards of this contract. Failure to perform to the standards set forth in this contract shall be grounds for contract termination.

CONTRACTORS USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all HCS properties, including, but not limited to, current copies of all HCS application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by HCS without the HCS’ written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT: (a)(1) HCS may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Specialist) after receipt of the notice from the Procurement Specialist specifying the failure.

(b) If HCS terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Specialist considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, HCS may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Specialist, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Specialist, the Contractor shall also protect and preserve property in its possession in which HCS has an interest.

(f) HCS shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Specialist shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Specialist shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. HCS may withhold from these amounts any sum the Procurement Specialist determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HCS, be the same as if the termination had been issued for the convenience of HCS. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of HCS, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of HCS in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: HCS may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY - UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. HCS does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

EQUAL EMPLOYMENT OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ILLEGAL IMMIGRATION: (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. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Horry County Schools, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION: (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of District information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably

prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means Horry County Schools, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION USE AND DISCLOSURE – STANDARDS(MODIFIED): To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. § 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of District information, as defined herein, and Contractor agrees that the District is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. §§ 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. §§ 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, § 117.117, as revised in any future annual appropriations act [07-7B110-1].

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the state, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation either prepared for HCS pursuant to this contract shall belong exclusively to HCS. [07-7B125-1]

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) By unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY: Upon approval of the Procurement Specialist, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Specialist at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Specialist no later than fifteen (15) days after the Procurement Specialist sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Specialist may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov. [07-7B170-1]

PRICING DATA -- AUDIT – INSPECTION: [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Specialist's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Specialist. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- (1) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
- (2) The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

SAFETY: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Additionally, the contractor is responsible for providing for all training and certification for his employees as required by OSHA, AHERA, SCDHEC, and EPA regulations. Contractor shall be responsible for training his employees on the use of equipment to facilitate safe conditions for the employees, students and staff.

SUPERINTENDENCE BY CONTRACTOR: The contractor shall have a competent foreman or superintendent, satisfactory to the District on the job site at all times during the progress of the work. The contractor shall be responsible for all work, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

PURCHASING CARD: Contractor agrees to accept payment by the Horry County Schools Purchasing Card for no extra charge. The Purchasing Card is issued by Master Card. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES: (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Specialist. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Specialist) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW FEB 2021: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Specialist: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the District's satisfaction at the contractor's expense. Any damages resulting from performance of this contract must be reported to the school's principal and the Assistant Manager of Central Grounds.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL:

Name of Offeror as identified on the cover page: _____
(Full legal name of business submitting the offer)

Authorized Signature: _____
(Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

PRICE PROPOSAL (RFP): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

The Business Proposal **must** be submitted as a separate file/document from the Technical Proposal. Offeror is to provide a thorough and detailed presentation of all costs to be incurred by the District during the contract

See attachment D for specific items within Lots 1 through 15.

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
1- Loris	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Loris area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
2- Green Sea	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Green Sea area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
3- Aynor	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Aynor area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
4-North Myrtle Beach	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the North Myrtle Beach area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
5-Myrtle Beach	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Myrtle Beach group area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
6-St. James	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the St. James area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
7-Socastee Zone #1	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Socastee (1) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
8-Socastee Zone #2	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Socastee (2) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
9-Carolina Forest Zone #1	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Carolina Forest Group (1) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
10- Carolina Forest Zone #2	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Carolina Forest Group (2) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
11- Carolina Forest Zone #3	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Carolina Forest Group (3) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
12-Conway Zone #1	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Conway Group (1) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
13-Conway Zone #2	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Conway Group (2) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
14-Conway Zone #3	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Conway (3) area - Monthly				

Lot	Quantity	Unit of Measure	Unit Price	Extended Price
15-Conway Zone #4	12	Months	\$	\$
Item Description: Provide lawn and landscape maintenance services, to include all materials, labor, and equipment necessary for same for its properties listed in the Conway (4) area - Monthly				

Unit/Incremental Pricing: Unit pricing must be provided in the event a Change Order is necessary for the following types of work due to additions, deletions, or changes to services at a property, and/or unforeseen circumstances. These unit prices shall be the installed price including all costs to the District. The District reserves the right to negotiate any of the unit prices listed. These unit rates will not be used in determining the low bid.

1.	Mulch	\$	_____	per	CY
2.	Straw	\$	_____	per	Bale
3.	Centipede Sod	\$	_____	per	SF
4.	Bermuda Sod	\$	_____	per	SF

***NOTE: By providing this Schedule and other documents required in this solicitation, Offeror understands that if awarded a contract, it must provide the lawn and landscape services described in this solicitation. Offeror also understands that the costs for all labor, supervision, equipment, and materials (including, but not necessarily limited to, pine straw, mulch, pesticides, etc.) necessary to perform the required services are to be borne by the (Contractor).

IX. ATTACHMENTS TO SOLICITATION –

The following documents are attached to this solicitation:

- A. IMPORTANT TAX NOTICE- NONRESIDENTS ONLY
- B. MINORITY PARTICIPATION AFFIDAVIT
- C. QUESTIONNAIRE
- D. LOT AND SITE LOCATION INFORMATION
- E. OFFEROR'S CHECKLIST

ATTACHMENT A**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov** [09-9005-5]

ATTACHMENT B

Name of Offeror as identified on the cover page: _____
 (Full legal name of business submitting the offer)

Authorized Signature: _____
 (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

Minority Participation Affidavit

- 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Traditional minority | <input type="checkbox"/> Traditional minority, but female | <input type="checkbox"/> Women (Caucasian females) |
| <input type="checkbox"/> Hispanic minorities | <input type="checkbox"/> DOT referral (Traditional minority) | <input type="checkbox"/> DOT referral (Caucasian female) |
| <input type="checkbox"/> Temporary certification | <input type="checkbox"/> SBA 8 (a) certification referral | <input type="checkbox"/> Other minorities (Native American, Asian, etc.) |

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

ATTACHMENT C QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. **SAFETY:** Have you had any OSHA fines within the last three (3) years? YES NO
 Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. **LICENSE SANCTIONS:** List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies.

4. **REFERENCES – REQUIRED:** In the space below, please provide contact information for at least three (3) references from agencies you have performed similar services of a similar scope for in the past five (5) years.

Reference 1

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 2

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 3

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

ATTACHMENT E

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
 If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS! Horry County Schools will not recognize or sign alternate or substitute contracts. The terms and conditions stated in this solicitation becomes the contract after award.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION.
 - ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!***
 - ***DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response. [09-9010-1]

END OF SOLICITATION