



Invitation for Bid

Solicitation Number: 18-19-7
Date Issued: 2/8/19
Procurement Officer: Pamela Phillips
Phone: (864) 594-6179
Email Address: phillips@spart7.org

DESCRIPTION: Landscaping Services

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

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

PHYSICAL ADDRESS:

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

SUBMIT OFFER BY: February 26, 2018 at 2:00 PM

QUESTIONS MUST BE RECEIVED BY: February 19, 2018 before 10:00 AM

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

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

CONFERENCE TYPE: Mandatory

DATE & TIME: February 15, 2019 at 9:00 AM

LOCATION: Begin at:
 McCarthy Teszler School
 175 Burdette Street
 Spartanburg SC 29307

AWARD & AMENDMENTS

The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://spartanburg7.org/resources/procurement>

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

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

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one)

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

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

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

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

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

Spartanburg School District Seven is seeking a responsive and responsible vendor to provide competitive **sealed bids** for professional landscaping services for McCarthy Teszler School and Whitlock Flexible Learning Center based on the specifications described in this Invitation for Bid.

INSTRUCTIONS TO PROPOSERS:

1. All bids/proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offerors' bid/proposal, or if an Offerors' bid/proposal fails to conform to the requirements of this solicitation, the District may elect to reject the bid/proposal.

2. **All bids/proposals must be in a sealed envelope and have clearly marked on the envelope:**

**Name of Firm
Address
IFB # 18-19-7
Landscaping Services**

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

Bids will be accepted until 2:00 PM on February 26, 2019.

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

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

**Spartanburg School District Seven
Attn: Procurement Department
610 Dupre Drive
Spartanburg, SC 29307**

Sealed bid packages must include completed copies of cover page, (page 1- signed), and pages 2, 25 (signed Bid Sheet), 26, 27 and 28 (if applicable - Minority Participation), as well as all requirements found herein.

**All questions must be addressed to Pamela Phillips at pPhillips@spart7.org, by email and must be received by
February 19, 2019, before 10:00 A.M.**

NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose bid/proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's bid/proposal has or has not satisfactorily met the requirements of the IFB. The District is not required to furnish a statement of the reason(s) why a bid/proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the IFB.

Thank you for your interest in meeting our district's needs. We look forward to receiving your bid/proposal.

GENERAL BID CONDITIONS

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

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

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

In the event that a Bid/Proposal is unintentionally opened prior to the official time set for the Bid/Proposal opening, the employee opening such a Bid/Proposal shall immediately inform the Procurement Coordinator, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.

Addenda: Addenda shall be issued prior to the IFB submittal date and time for the purposes of modifying or interpreting the bid/proposal instructions through additions, deletions, clarifications, or corrections. **At the discretion of the District, if it becomes necessary to revise or clarify any part of this IFB, addendums will be posted on the District's website at www.spartanburg7.org. Any addenda issued by the District shall become a formal part of this IFB.**

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the IFB. No addenda shall be issued later than four (4) business days prior to the IFB submittal date except to a) withdraw the IFB solicitation, or b) to postpone the IFB submittal date and time. The Procurement Officer or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their bid/proposal. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Ambiguous Quotes/Bid/Proposal: Any offer which is uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

Bid/Proposal as Offer to Contract: By submitting your Bid/Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offerer. Any offer may be submitted by one legal entity; joint bids are not allowed.

Affirmative Action: The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

Approval of Publicity Releases: The Contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

Authorization and Acceptance: The bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this IFB. The bid/proposal must contain a statement to the effect that your bid/proposal is firm for a period of sixty (60) days from the bid/proposal due date or longer if so required by the District.

Awarding Policy: The District reserves the right to select and award on an individual item basis, group basis, or all or none basis. All awards will be made on an individual item basis unless otherwise stated in the Special Bid Conditions. Therefore, individual prices per item must be stated on the Bid Schedule. The District reserves the right to reject or accept any or all offers and to waive informalities thereof.

In the event that identical bids/proposals are received on like items, the District shall make an awarded based on the priority factors listed below:

Award to the firm whose primary business establishment is physically located:

1. Within the boundaries of Spartanburg School District Seven
2. Within the boundaries of Spartanburg County
3. Within the boundaries of the State of South Carolina

If a tie shall still exist, the award will be determined by the toss of a coin witnessed and signed by two people.

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

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

Bidder's Qualification: No bid/proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District. Winning bidder may be required to provide a copy of a background check for the employer for all employees, prior to the start date of working on SSD7 property. SSSD7 shall determine the eligibility of the employer and any employees.

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

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

must visibly mark as "Confidential" each part of the bid/proposal they consider to contain proprietary information.

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

Contract Documents: This IFB is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the staff of the District's Purchasing Department. The District's IFB supersedes any respondent's proposed document(s).

Covenant Against Contingent Fees: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Spartanburg School District Seven shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District Office of the District 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 District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

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

Explanation to Prospective Proposers:

- a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS: February 19, 2019 AT 10:00 A.M. Questions should be submitted in email to: phphillips@spart7.org.** **Note:** No other District personnel of the District shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel

or representatives or obtain information in any way other than the authorized method described herein may have their bid/proposal rejected.

Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the bid/proposal document. The District will not be responsible for any other explanation or interpretations.

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

Examination of Records:

Spartanburg School District Seven shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

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

Posting of Award:

The Notice of Award or Intent to Award will be posted in the District's Administrative Office located at 610 Dupre St, Spartanburg, SC 29307 and on the District's website at www.spartanburg7.org.

Proposer's Qualifications: Bids/Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

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

Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

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

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

GENERAL TERMS AND CONDITIONS

1. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District's Procurement Officer.
2. **Contractor Responsibility:** The Contractor alone will be solely responsible to the District for performance of all Contractor obligations under any contract resulting from their quote/bid/proposal.
3. **Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
4. **Drug-free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
5. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Note: No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Spartanburg School District Seven. (Title II ADA)

6. **Experience and Reference Checks:**

The District reserves the right to consider historic information and fact, whether gained from the Offerors' proposal, references, or any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

7. **Fixed Pricing Required:**

Any pricing provided by the contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractors' price shall be fixed for the duration of this contract, including optional terms. This clause does not prohibit contractor from offering lower pricing after award.

8. **FOIA Requests:**

Any vendor or general member of the public requesting information in regards to any bids/proposals received or any award made as a result of this solicitation, will be billed based on the amount of information requested (i.e., copies of documentation, etc.) and the amount of time spent by District staff to compile the information.

9. **Force Majeure:**

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

10. **Governing Laws:** All bid/proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

11. **Illegal Immigration:**

(applicable to service contracts only) 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 or 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 (5) 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.

12. **Indemnification:**

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

13. **Insurance:** Each bidder shall submit evidence of 1 million dollars in general liability insurance, Workmen's Compensation, and any other data released to this solicitation before purchase order is issued, to satisfy the requirements of the solicitation and the execution of a contract.

14. **Labor and Property Proposer Responsibilities:** All of the Offerors' employees or agents furnishing services to the District shall be deemed employees or agents solely of the Offeror and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the District. The Offeror

shall perform all services as an independent contractor and shall discharge all liabilities as such. No acts performed or representations, whether oral or written, made by the Offeror with respect to third parties shall be binding on the District. The Offeror shall be solely responsible for the withholding and payment of all federal, state, and local personal income taxes, social security, unemployment, sickness, disability insurance, and other payroll taxes with respect to the Offerors' employees, including contribution from them when as required by law.

The Offeror shall be responsible for any loss or damage to property owned by the District and in the Offerors' possession or control. The Offeror shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the Offeror.

No portion of this contract shall be subleased, assigned, transferred, or conveyed without written approval from the District.

15. **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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.
16. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of the certificate.
17. **Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this IFB shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
18. **Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this IFB. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to the IFB or contract.
19. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice.
20. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Financial Officer within fifteen (15) days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.
Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Financial Officer within sixteen (16) days of the date the notification of award is posted. Shall not apply to small purchases (under \$50,000 in actual or potential value).

21. **Save Harmless:** (This clause does not apply to solicitations for service requirements.) The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.
22. **Subcontractor:** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business name, address, phone number, taxpayer identification number, and point of contact. The SDPC may evaluate any proposed Subcontractors in determining your responsibility to perform the contract.
23. **Submission of Data:** Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this IFB and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Bid/Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Spartanburg School District Seven.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed below must be procured by the vendor(s) at their own expense:

Each bidder shall submit evidence of 1 million dollars in general liability insurance, Workmen's Compensation, and any other data released to this solicitation before purchase order is issued, to satisfy the requirements of the solicitation and the execution of a contract.

24. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.
 - (a) **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision in this IFB shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

- (b) **Termination for Non-appropriations:** Should any contract formed hereunder be funded from District appropriations and, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the District shall immediately notify

proposer of such occurrence, but the District shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

- (c) **Termination for Convenience:** 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 the termination becomes effective.

Term of Contract/Option to Renew: Spartanburg School District Seven contracts on an annual basis only. The district, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, at the time for renewal, provided both parties agree.

The contract shall be open from the time of the award, tentatively March 15, 2019 until the close of business after year one, with the option to renew the contract for (4) additional years. The District's right to terminate the contract during the contract period will be governed by Item 24 of the General Terms and Conditions.

SPECIAL BID CONDITIONS:

1. The purpose of this solicitation is to request bids from qualified companies to provide landscaping services for McCarthy Teszler School and Whitlock Flexible Learning Center, per the scope of work specifications.
2. The district reserves to the right to accept or reject any or all proposals received, and to accept the bid that is most advantageous to the District.
3. Payments on contracts resulting from this solicitation will be based on receipt and acceptance of materials/services and a proper invoice (no shipping charges, discounts applied, etc.)

SCOPE OF WORK:

Spartanburg School District Seven, hereafter referred to as the "District", is accepting bids from qualified vendors for Landscaping Services. Bids will be received until 2:00 p.m. on Tuesday, February 26, 2019. Late responses to this solicitation will not be accepted.

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

The failure of a specific offeror or awarded contractor to receive business shall not be grounds for a contract controversy under Section 2-2185 of the District's Procurement Code.

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

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

Indemnification

The District, its agents and employees shall be held harmless from liability for any claims, damages and actions of any nature arising from the performance of the scope of work listed under this contract, or the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the Contractor in his bid.

Service

All bidders are required to have an adequate service organization with local representatives for our geographical area. The service representative shall be employed by the bidder or designated by him as his authorized representative on a full time basis and not as a subcontractor. The Contractor is to **furnish proof of ownership of equipment and facilities** that are adequate to perform the services listed in this scope of work, a list of major equipment with photos, photos of business location, and references of commercial work for the last five years (preferably school facilities) with the bid documents.

Work Specifications for McCarthy Teszler School

1. Lawn Maintenance

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

1.1 Mowing/Blowing:

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

1.2 Edging:

- Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, and bed edges shall be mechanically edged with a steel blade edger on each visit, not to exceed 7 days to maintain a neat, clean grass edge. String type edgers shall not be used for this function.
- Clippings shall be blown off of all surfaces at the time edging is completed.
- No chemical edging shall be performed on front entrances and drives.

1.3 String Trimming:

- All areas shall be trimmed, cleaned and blown off after each mowing.
- Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach on a weekly basis.
- Grass shall be trimmed to the same desired height as determined by the mowing operation.
- Trimming shall be completed with each mowing.

- Chemicals may not be used in place of mechanical string trimming.
- Grass adjacent to tree wells, valve boxes, and quick couplers shall be trimmed as needed to maintain a clean appearance.

1.4 Chemical Edging:

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

1.5 Lawn Fertilization:

- Fertilization for **185,788 square feet** of non-irrigated grassed areas.
- Contractor shall apply fertilizer applications, ensuring even coverage. Where irrigation systems are in place, fertilized areas should be watered following the application in order to avoid chemical burn to foliage.
- Grassed area fertilization shall be performed a minimum of **3 times annually**.(Early June, Mid-July and Early September)
- The fertilization of shrubs, trees, ground cover, perennials, etc. shall be performed **bi-annually**.(Early Spring and late Fall)
- Soil tests should be conducted bi-annually to ensure necessary soil nutrients. If soil needs treatment, contractor will recommend a program to address correcting soil deficiencies. Contractor shall bid materials for application at time of occurrence. Bill, as extra, upon approval from the Director of Maintenance.

- Applications of fertilizer, herbicide and pesticide shall be staked with warning “Flags” that delineate the area of treatment. The Contractor shall remove flags during the next recurring service.
- Safety Data Sheets utilized by the Contractor at the subject facilities shall be provided to the account contract (5) days in advance of application.
- 24-5-11 25% PCSCU w/ Root Enhancer (50#) to be used for Fertilization applications during growing seasons.

1.6 Trimming and Pruning:

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

1.7 Bed Maintenance:

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

1.8 Irrigation System Maintenance:

1. General Irrigation Maintenance

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

- The Contractor will be responsible for programming the irrigation controllers to apply sufficient water to landscaped areas and eliminate excessive run-off water. Repeat cycles on controllers will be utilized, where applicable.
 - The irrigation operation schedule will be determined by the Contractor and Director of Maintenance. Specific tests or other special operations schedules will need to be discussed. Watering will not be programmed on the same day as mowing.
 - If over-spraying, especially on glass surfaces, or deficient sprinkler coverage becomes evident and repairs beyond this scope of services are needed. Problems found requiring correction or replacement shall be reported and a repair proposal with pricing will be submitted for approval to the Director of Maintenance before any repairs are made.
 - Spring start, for winterized systems, turn on water, open gate valves and set the controller prior to the spring watering season.
2. System Winterization
- In the fall or winter, as dictated by the local climate, the irrigation system must be winterized, in order to minimize damage that can be caused by ice expansion within the piping.
 - When freezing temperatures are forecast, the Contractor will be responsible for shutting down controllers and draining or clearing irrigation lines. The contractor will be responsible for any damages to the irrigation system and/or plant material resulting from failure to take preventive action in anticipation of freezing.
3. Technical System Inspections
- Inspection of the irrigation system will be once a month, beginning the first month of the system start-up and every month, up to and including the month scheduled for system winterization.
 - Items to be inspected will include valves, spray heads, mainline, coverage patterns, etc. Problems or repairs found requiring correction or replacement that are beyond the scope of the services must be reported and a repair proposal with pricing will be submitted for approval to the Director of Maintenance before any repairs are made.
4. Repairs
- Provide a list of labor and parts in need of repairs. All repairs not covered in the Scope of Services that are extra will be performed on a work order basis, with prior written approval by the Director of Maintenance.
 - Cost for major repairs to the irrigation system shall be approved by the Director of Maintenance, i.e., line breaks, nonoperational valves, etc. prior to Contractor performing any work. Emergency repairs may be necessary to maintain safety and reduce utility or other costs at which time a call should be made to the Director of Maintenance for assistance.

- Irrigation equipment and components that are damaged due to the Contractor's operations shall be repaired or replaced by the Contractor promptly, and reported to the Director of Maintenance as soon as found.

1.9 General Services:

1. Mulch:

- **375 Cubic Yards** of Double Ground Hardwood Mulch to be installed at a depth of 3". Single ground hardwood mulch or any substitute mulch other than Double Ground Hardwood Mulch will not be accepted.
- Mulching to occur once per year prior to the start of a new school year.
- Existing Playground mulch is not to be removed, but to be supplemented with 3" of new playground mulch annually (Prior to the start of a new school year). This would represent **75 cubic yards** of playground mulch. Please furnish a sample of playground mulch for approval before using.

2. Litter Control:

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

3. Leaf Removal:

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

4. Drainage:

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

1.10 Safety Requirements:

1. Meetings:

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

2. Equipment:

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

3. Uniforms

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

4. Safety Data Sheets:

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

1.11 Detention Pond

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

1.12 Additional Requirements:

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

Work Specifications for Whitlock Flexible Learning Center

2. Lawn Maintenance

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

2.1 Mowing/Blowing:

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

2.2 Edging:

- Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, and bed edges shall be mechanically edged with a steel blade edger on each visit, not to exceed 7 days to maintain a neat, clean grass edge. String type edger shall not be used for this function.
- Clippings shall be blown off of all surfaces at the time edging is completed.
- No chemical edging shall be performed on front entrances and drives.

2.3 String Trimming:

- All areas shall be trimmed, cleaned and blown off after each mowing.
- Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach on a weekly basis.
- Grass shall be trimmed to the same desired height as determined by the mowing operation.
- Trimming shall be completed with each mowing.
- Chemicals may not be used in place of mechanical string trimming.

- Grass adjacent to tree wells, valve boxes, and quick couplers shall be trimmed as needed to maintain a clean appearance.

2.4 Chemical Edging:

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

2.5 Lawn Fertilization:

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

- Safety Data Sheets utilized by the Contractor at the subject facilities shall be provided to the account contract (5) days in advance of application.
- 24-5-11 25% PCSCU w/ Root Enhancer (50#) to be used for Fertilization applications during growing seasons.

2.6 Trimming and Pruning:

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

2.7 Bed Maintenance:

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

2.8 General Services:

1. Mulch:
 - **100 Cubic Yards** of Double Ground Hardwood Mulch to be installed at a depth of 3". Single ground hardwood mulch or any substitute mulch other than Double Ground Hardwood Mulch will not be accepted.
 - Mulching to occur once per year prior to the start of a new school year.
2. Litter Control:
 - Planting beds, sidewalks, parking lots, alleyways, and fence lines shall be cleared of visible litter or debris, grass clippings and garbage weekly.

- Debris caused by normal seasonal wind and thunderstorms will be removed from site.
 - Contractor shall be responsible for disposal of debris in accordance with local rules and regulations.
 - If an inordinate amount of trash (i.e. overturned trashcan, dumpster turned over, storm debris, etc.) exists on the site, inform the Director of Maintenance of the situation within 24 hours. Contractor shall remove such large items after approval by the Director of Maintenance.
 - In the event of storm damage, Contractor shall be prepared to provide an immediate cost estimate to remove all fallen or broken trees and branches, and secure same from causing property damage. These costs must be approved by Director of Maintenance prior to execution of cleanup.
3. Leaf Removal:
- Leaves shall be removed from areas during regular service visits during the growing season.
 - During the dominate leaf drop season, leaves shall be removed from areas during each regular service visit.
 - Leaves shall be removed from the site and legally disposed of upon exiting premise of job site.
4. Drainage:
- Contractor shall inspect existing surface drainage structures and clear debris and litter, if necessary, to facilitate proper surface flow of water to catch basins, or other drainage containment systems on the property. Any issues found should be reported as soon as found to the Director of Maintenance.

2.9 Safety Requirements:

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

2. Equipment:

Certified safety glasses to be worn at all times when equipment is running in the nearby vicinity.

- Ear Plugs are to be worn when in operation of lawn equipment.
- Safety vests to be OSHA approved and worn at all times while on the premises.

3. Uniforms

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

4. Safety Data Sheets:

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

2.10 Additional Requirements:

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

Bid Tab Sheet

<u>ITEM</u>	<u>MONTHLY PRICE</u>	<u>YEARLY PRICE</u>
Ground Maintenance	_____	_____
Double Ground Hardwood Mulch	_____	_____
Chemical Applications	_____	_____
Playground Mulch	_____	_____
Detention Pond	_____	_____
Total	_____	_____

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

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

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

(Authorized Company Signature)

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

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

Authorized Signature: _____ Date:_____

South Carolina Illegal Immigration Reform Act

Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Spartanburg School District Seven, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name: _____

Address: _____

Name: _____

Signature: _____

Date: _____

MINORITY PARTICIPATION - Voluntary Minority Participation

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

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

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE
- ✓ MAKE SURE YOUR OFFER 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: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES 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 OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER 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 QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

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 offer.

SUBMIT WITH QUOTATION:

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Bidding Schedule**
- ✓ **Spec Sheets & Descriptive Literature if applicable**
- ✓ **Any other forms requested-See page 3**