



Lancaster County Procurement  
PO Box 1809  
1228 Colonial Commons, Suite 102  
Lancaster, SC 29721

## INVITATION FOR QUOTE

Date Issued: July 23, 2021  
By: Cathy McDaniel  
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### LANCASTER COUNTY PARKS & RECREATION WALNUT CREEK TRAIL MAINTENANCE CONTRACT

Set forth the term "Offer" shall also mean "Bid" or "Proposal" or "Qualifications". All Offers from responding participants are subject to all conditions and provisions herein. Offers shall only be received by Lancaster County Procurement, located at 101 N. Main St., Lancaster, SC 29720.

Cathy McDaniel  
Procurement Director

Inquires Due: Tuesday, August 17, 2021 5:00 PM  
Submit Offer By: Tuesday, August 24, 2021 3:00 PM

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## **1.0 OVERVIEW.**

### **1.1 INTENT**

The County of Lancaster, South Carolina ("County") is requesting offers from qualified firms ("Vendor") for a maintenance contract for LCPR Walnut Creek Trail. Lancaster County Procurement shall receive offers in accordance with "Section 4. Offer Submittal" until the date and time listed on the cover page of this solicitation. Responses to this solicitation will be used to determine which Vendor is capable of performing this solicitation's scope of work in a manner determined that best meets the needs of the County for this individual solicitation.

Each Offer must meet all terms, conditions, and specifications of this solicitation in order to obtain contract award. By virtue of submission, Vendor acknowledges agreement and acceptance of all provisions except as those expressly consented in this solicitation. Non-substantial deviations may be considered, provided Vendor submits a full explanation and justification of proposed deviations. Whether any such proposed deviation is deemed non-substantial will be determined by the County in its sole discretion.

### **1.2 AWARD OF CONTRACT**

All submitted Offers are to be opened on the designated date and time listed on the front page. All Offers will be recorded and evaluated for appropriate levels of responsiveness and responsibility. The contract shall be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the request for bids. Lancaster County shall make award determination to the Offer deemed most advantageous to the County. Upon determination of a winning Offer, a Notice of Award shall be issued and the successful Offer will be publicly posted on the County website and the successful Vendor will receive a contract.

### **1.3 RIGHT TO DECLINE**

Lancaster County reserves the right to reject any or all Offers, to cancel a solicitation, to negotiate specific terms, conditions, and/or provisions on any contract that may arise from this solicitation or, to waive any informalities or irregularities therein as in the best interest of Lancaster County. No contractual obligation or liability on the part of the County shall exist unless and until a final contract is executed.

Ambiguous bids, which are uncertain as to terms, delivery quantity or compliance with specifications may be rejected or disregarded if such action is in the best interest of the county.

### **1.4 COMPETITION**

This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Department in writing within ten (10) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made.

### **1.5 PRICING**

When price is a determining factor, unit prices will govern over extended prices unless otherwise stated in this solicitation.

## **2.0 GENERAL CONDITIONS AND PROVISIONS.**

### **2.1 CERTIFICATE(S) OF INSURANCE**

Once awarded, the successful Vendor(s) may be required to provide valid proof of insurance within ten (10) days from Notice of Award and prior to commencing any work, including the following: Worker's Compensation, General Liability and Auto Liability.

### **2.2 IRS FORM W-9 AND MBE/WBE AFFIDAVIT**

If selected for award, the successful Vendor(s) will be required to submit a completed IRS Form W-9, or to resubmit IRS Form W-9 if form on file is not current with the County. If applicable, a Lancaster County MBE/WBE Affidavit should be completed (see Section 6.0, Forms).

### **2.3 PRIME CONTRACTOR RESPONSIBILITIES**

The successful Vendor(s) will be required to assume sole responsibility for the complete efforts as they pertain to this solicitation. The County will consider the Respondent to be the sole point of contact concerning all contractual matters as they pertain to this solicitation.

### **2.4 SUBCONTRACTING**

If any part of the scope of work for this solicitation is to be subcontracted, the prime contractor shall identify the subcontracting organization and any contractual agreements made with the same. All subcontractors must be approved, in writing, by the County. The County reserves the right to reject any or all subcontractors and to require substitution of a qualified replacement to participate in the scope of work as specified herein.

### **2.5 HOLD HARMLESS AGREEMENT**

The selected Vendor shall hold County harmless for any loss, damage, claims arising from, or related to the performance of the awarded contract. The selected Vendor(s) must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to awarded contract. The selected Vendor(s) agree to indemnify and hold the County and County employees harmless from all claims, demands, causes of action or suits of whatever nature arising out of the goods, services, labor, or materials furnished by contractors or subcontractors alike under the provisions of the solicitation documents.

### **2.6 NON-COLLUSIVE AGREEMENT**

By submitting an Offer, any Vendor(s) or any authorized agent(s) of any Vendor(s), certifies under penalty of perjury that, to their best knowledge and belief, the validity of statements within their submission have been arrived at independently without collusion, consultation, communication, or pre-arranged agreement for the purposes of restricting solicitation competition. Further, no attempt has been made nor will be made by any Vendor(s) to induce any other Vendor(s) to submit or not submit Offers based on the purpose of restricting solicitation competition.

### **2.7 NON-DISCRIMINATION**

For the duration of the eventual contract, the successful Vendor(s) shall not discriminate against any employee or program applicant because of age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. In addition, accordant to equal employment opportunities, the successful bidder shall also consider all qualified applicants for employment without regard to age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. Such equal employment opportunities include, but are not limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, selection for training, or apprenticeship.

**2.8 DRUG FREE WORKPLACE**

During the performance of the scope of work covered within this solicitation, the successful Vendor(s) agrees to provide a drug-free workplace for employees. Vendor will post in conspicuous places (available to employees and applicants alike) a statement notifying the unlawful nature of the manufacture, sale, distribution, dispensation, possession, or use of any controlled substances as prohibited in the workplace, and to specify the actions to be taken against employees for the violations of such prohibited actions.

**2.9 LAWFUL COMPLIANCE**

The successful Vendor(s) shall comply with all laws relating to practice as they pertain to the state of South Carolina as well as federal regulations. Upon award of contract under this solicitation, any Vendor(s) to whom award is made must be authorized and/or licensed to do business within the state of South Carolina.

**2.10 DELAY**

The Vendor(s) responsible for contractual services shall not be liable for any excess cost(s) if the failure to perform the contract arises out of any cause beyond control and without fault or negligence of the responsible party. Such causes may include, but are not limited to, acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes; but in every case, the failure to perform must be beyond the control and without fault of the Vendor(s) responsible for any aforementioned contractual services. Written notice must be made to Lancaster County immediately upon any unforeseen delay, whether excusable or not. Notice must include reason for delay and additional time and/or compensation requested.

In the case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

**2.11 OWNERSHIP OF MATERIAL**

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this solicitation shall belong exclusively to Lancaster County.

**2.12 LOCAL VENDOR**

The lowest local responsible and responsive Vendor who is within three (3) percent, with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive Vendor, may match the Offer submitted by the non-local responsible and responsive Vendor and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference, as set forth in this section, shall only be given to local responsible and responsive Vendors who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or Offer. Vendor shall also have met all other requirements of the solicitations, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive Vendors who meet the local preference guidelines as set forth in the section, the County shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

### **2.13 TERMINATION**

The Contract for this solicitation must be valid from date of signature or initial Purchase Order issuance and must remain valid until all services are rendered complete. Breach or non-performance of any Contract term will constitute cause upon which the County may immediately terminate the contract by written notice. Termination states that shall a dispute arise, and if, after good faith effort at resolution the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Termination may include:

- Convenience: In the event that this contract is terminated upon request, and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.
- Cause: Termination by the County for cause, default, or negligence on the part of the Vendor(s) responsible for the scope of work must be excluded from the foregoing provisions, and termination costs, if any, must not apply. The thirty (30) days advance written notice requirement is waived and the default provisions listed herein must apply.
- Default: In the case of default by the Vendor(s) responsible for the scope of work, the County reserves the right to purchase/lease all items/services in default in the open market, charging default Vendor(s) with any excessive costs.

### **2.14 CHOICE OF LAW**

All agreements shall be governed by and construed in accordance with Laws of the State of South Carolina and parties irrevocably submit to the nonexclusive jurisdiction of the courts of, or the federal courts in, South Carolina.

### **2.15 SOUTH CAROLINA FREEDOM OF INFORMATION ACT**

All submissions of responding Vendors are subject to the South Carolina Freedom of Information Act, S.C. Code Annotated Sections, 3-4-10, et seq. Any commercial or financial information that is deemed as privileged and confidential must be visibly and clearly marked as "CONFIDENTIAL" by Vendor and must be applied to each specific part of an Offer deemed as such. Failure to do so may result in disclosure of submitted information as a determinant to uphold compliance to Federal and State information laws as they pertain to the access of public procurement information. The county reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the county or its agents for its determination in this regard.

### **2.16 NO CONTACT**

Vendors are prohibited from contacting any appointed official, elected official, or employee of Lancaster County, directly or indirectly, concerning any active or future solicitations. Any communication concerning solicitations are to be through the Procurement Office. Any vendor found in violation of this clause shall be suspended or debarred from participating in this or future Lancaster County solicitations.

### **2.17 CONTRACT ADMINISTRATION AND ASSIGNMENT**

Questions or problems arising after award of this contract shall be directed to the Purchasing Director, located at 101 N. Main St., Lancaster, SC 29720, or by calling (803) 416-9963. The County Administrator or authorized designee must approve all change orders in writing. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County. Lancaster County shall not be bound to any change in the original contract unless approved by the County Administrator or authorized designee.

**2.18 IMMIGRATION REFORM AND CONTROL**

By submitting an Offer, any Vendor or any authorized agent of any Vendor, is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA). This act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986 by the Vendor, as well as any subcontractors. The usual method of verification for this information would be through the Employment Verification (I-9) Form. With any submitted Offer, Vendor hereby certifies without exception that they have complied with all federal and state laws relating to immigration and reform and will continue to comply throughout the duration of any awarded contract(s). Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, in Lancaster County’s discretion, may subject any contract to termination and applicable damages. At the County’s request, Vendor may be requested to produce any documentation or other such evidence to verify the Vendor’s compliance with any provision, duty, certification, or like while under contract.

**2.19. PROHIBITION OF GRATUITIES**

Section 8-13-705 of the Code of Laws of South Carolina states: offering, giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation; shall be subject to punishment provided by section 16-9-210 and section 16-9-220.

**2.20 WAIVER**

The county reserves the right to waive any instruction to bidders, general or special provisions, general or special conditions or specifications deviation if deemed in the best interest of the county.

**2.21 PUBLICITY RELEASES**

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred.

### 3.0 SCOPE OF SERVICES.

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#### 3.1 DESCRIPTION OF SERVICES.

This solicitation has been developed to obtain a qualified firm for the monthly maintenance of 3+ miles of trail at Walnut Creek Park in Lancaster, SC. All work performed for this tasks would be expected to adhere to all established procedures required for this type of activity.

- Maintenance will consist of clearing of debris & control of overgrowth on the trails to keep the trails usable, clear & safe.
- Includes maintenance of both corridor and tread.
- Must clear the trail from any fallen or loose debris.
- Includes trimming branches & ground growth 2' on each side of trail tread & 8' overhead.
- Does not include removal of any large trees or branches that are larger than 16".
- Wooden trail bridges or boardwalks shall be inspected for safety issues. Urgent issues shall be reported to LCPR immediately.
- Include removing accumulated debris, clearing drains, draining puddles, cutting of roots & other measures as needed.
- Includes blowing leaves from the trail tread and drains in fall and winter.
- Inspect and correct significant erosion.
- A monthly report must be presented to LCPR within 5 business days after each inspection.

### 4.0 QUOTE SUBMITTAL.

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#### 4.1 SUBMITTAL INSTRUCTIONS.

- Please submit **5.0 Vendor Information and 6.0 Total Bid** pages. Vendor quote forms may also be included.
- Offers shall be delivered online prior to deadline, and ONLY to Lancaster County Procurement Online Bid Portal located on the Procurement [Open Solicitations page](#) of the Lancaster County website.
- If applicable, Itemized Pricing MUST be completed online. Itemized pricing will be a separate entry after bid documents are uploaded.
- Late or improperly formatted submissions will not be considered.
- Any vendor who wishes to participate in the online bid opening should contact the Procurement Director through the email address provided in this solicitation no later than 48 hours prior to bid opening. An online invitation will be sent out prior to the deadline for bids.
- Only one (1) Offer may be submitted by each Vendor or Vendor representative.
- The County accepts no responsibility for any expense incurred by Vendors to this solicitation.

**4.2 INQUIRIES.**

All questions regarding this solicitation should be addressed to Lancaster County Procurement via the designated email listed on the front page of this solicitation. The deadline for inquiries will be as indicated on the cover page of this solicitation. All inquiries are to be submitted in writing and all responses will be publicly available via the solicitation listing on the Lancaster County website. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all Vendors in a timely manner.

**5.0 Vendor Information/Acknowledgement**

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**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER**

PLEASE SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREEING TO ALL CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER OFFER’S OPENING DATE.

(Please print legibly or type in spaces below)

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TAXPAYER IDENTIFICATION #: \_\_\_\_\_

STATE OF INCORPORATION (If applicable): \_\_\_\_\_

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PLEASE CHECK ALL THAT APPLY (As defined via MBE/WBE affidavit, see section 7.0):

- MINORITY OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- WOMAN OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- NOT MINORITY OR WOMAN OWNED

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COMPANY OFFICER’S NAME (Please print): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_



## 6.0 TOTAL BID

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**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER**

### 6.1 BID DETAILS.

Having carefully examined the instructions, terms, conditions, specifications, addenda, and scope, as well as all provisions of proper compliance, included with this solicitation the Vendor proposes to furnish all necessary labor and/or materials as called for by said documentation listed within this solicitation. For this solicitation the Vendor acknowledges and agrees to all aspects of the work required to complete this solicitation's scope of work for an agreed contract sum not to exceed the total amount listed in Total Base Bid.

- TOTAL Monthly AMOUNT (Numeric) \$ \_\_\_\_\_
- TOTAL Monthly AMOUNT (Written)

\$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Explanation of Exceptions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 6.2 ACKNOWLEDGEMENT OF ADDENDA.

Notifications for this solicitation, including addenda, can be found via the Lancaster County website at [www.mylancastersc.org](http://www.mylancastersc.org) (Departments, Procurement, Open Solicitations).

Vendor hereby acknowledges all addenda, up through and including number \_\_\_\_\_.

INITIALS \_\_\_\_\_