

 <p>School District Five Of Lexington and Richland Counties</p>	<b>District Five of Lexington and Richland Counties</b>  <b>Request for Proposals</b>	Solicitation #	<b>2019-017</b>
		Date Issued	<b>December 14, 2018</b>
		Procurement Official	<b>Lynda Robinson</b>
		Phone	<b>(803) 476-8140</b>
		E-Mail Address	<b>ljrobins@lexrich5.org</b>

DESCRIPTION	District-wide Grounds Maintenance Services
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*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY	01/15//2019 3:00 pm
QUESTIONS MUST BE RECEIVED BY	01/3/2019 2: 00 pm
NUMBER OF COPIES TO BE SUBMITTED	<b>1 original and 5 copies</b>

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

<b>District Five of Lexington and Richland Counties</b> <b>Purchasing Office</b> <b>1020 Dutch Fork Road</b> <b>Irmo, SC 29063</b>
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<b>CONFERENCE TYPE:</b> <b>DATE &amp; TIME:</b> (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> Not Applicable
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.lexrich5.org/Page/16458">www.lexrich5.org/Page/16458</a>
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE  (Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. 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.

STATE OF INCORPORATION  (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.
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**COVER PAGE**

PAGE TWO  
(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Area Code:</td> <td style="width: 25%;">Number:</td> <td style="width: 25%;">Extension:</td> <td style="width: 25%;">Facsimile:</td> </tr> </table>	Area Code:	Number:	Extension:	Facsimile:
Area Code:	Number:	Extension:	Facsimile:		
	E-Mail Address:				
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)				
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	Order E-Mail Address:				
	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				

**ACKNOWLEDGMENT OF AMENDMENTS:** Offerors acknowledges receipt of amendments by 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 (%)
	_____	_____	_____	

**MINORITY PARTICIPATION**

Please answer the following question:

1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?  
 Yes    No  
 If yes, provide certification number: \_\_\_\_\_.

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### I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is soliciting proposals from qualified and experienced firms to provide district-wide professional grounds maintenance services at twenty-two schools and four administrative offices complying with the enclosed description and/or specifications and conditions.

**MAXIMUM CONTRACT PERIOD — ESTIMATED:** Begin: 3/1/2019 End: 2/28/2024. The initial contract shall be for a period of three (3) years from the date of award with the option to renew for two (2) additional one-year periods if all parties are in agreement. Dates provided are estimates only. Any resulting Contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

**GENERAL INFORMATION:** School District Five of Lexington and Richland Counties encompasses a land area of approximately 196 square miles, approximately one-half of which is situated in each of Lexington and Richland Counties. The school district consists of the northern portion of Lexington County lying north of Lake Murray and the Saluda River and the northwestern portion of Richland County lying south of the Broad River. The School District is primarily a residential suburb located to the northwest of the city of Columbia, the capital city of South Carolina. The District has approximately 2,450 employees and operates a total of 12 elementary schools, 2 intermediate schools, 3 middle schools, 4 high schools, 1 Center for Advanced Technical Studies and 1 alternative school. Additional basic information about the District is posted on the District's website: [www.lexrich5.org](http://www.lexrich5.org).

This solicitation does not commit the District to award a contract for products or services or to pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any of all proposals received as a result of this request, or to cancel in part or in its entirety, this request for proposal, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.

## II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

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

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

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

DISTRICT means District Five of Lexington and Richland Counties.

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

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

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

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

YOU and YOUR means Offeror.

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

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

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All bidders requesting the bid package will be sent copies of all amendments. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Offerors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the eleventh day after such notice is given. When only one response is received, the notice of intended award and the ten-day delay of award may be waived.

**BID/PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with District Five of Lexington and Richland Counties. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH and DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(a)

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

(i) Offeror and/or any of its Principals

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

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

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

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

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

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

Check for federal and state disbarments at [www.sam.gov](http://www.sam.gov) and <http://procurement.sc.gov/PS/legal/PS-legal-suspend-debar.phtml>.

**CODE OF LAWS AVAILABLE:** The District's Procurement Code is available at: [www.lexrich5.org](http://www.lexrich5.org).

**COMPLETION OF FORMS/CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including the bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of the District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to

avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

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

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

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

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

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in Your price that the District may be required to pay.

**CIVIL RIGHTS PROVISIONS:** The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended. The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**PROTESTS:** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

**PUBLIC OPENING:** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

**Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word.**

Email: [D5bids@lexrich5.org](mailto:D5bids@lexrich5.org)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8032.

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

**RESPONSIVENESS/IMPROPER OFFERS:** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

(e) Unbalanced Bidding. The district may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is



based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the with District or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the opening date.

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

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the 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. Useful information may be available at: <http://www.lexrich5.org>.

**SUBMITTING CONFIDENTIAL INFORMATION:** (An overview is available at [http://procurement.sc.gov/webfiles/MMO\\_Legal/Documents/FOIA\\_page.pdf](http://procurement.sc.gov/webfiles/MMO_Legal/Documents/FOIA_page.pdf)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not

limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the Office of Procurement Services as specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered.

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

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

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

**VENDOR REGISTRATION:** Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**PROPOSAL SUBMITTAL:** The District requires that one (1) original and five (5) copies of the proposal be submitted to the Procurement Office no later than the deadline specified to receive bids. In addition,

one (1) electronic copy on compact disk (CD), DVD, or USB drive must be submitted. The disk or USB drive must be labeled with the solicitation number and the offeror's name. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.

**PREPARATION OF PROPOSAL:** Preparation of Proposal: (a) All Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. (c) If your Offer includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the Request for Proposal's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**OFFERING BY LOT:** Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**OPENING PROPOSALS -- INFORMATION NOT DIVULGED:** In competitive sealed proposals, neither the number or identity of Offerors nor prices will be divulged at opening.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to: Lynda Robinson, Coordinator of Procurement, School District Five of Lexington and Richland Counties, 1020 Dutch Fork Road, Irmo, SC 29063.

**EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.**

### III. SCOPE OF WORK / SPECIFICATIONS

#### SCOPE OF WORK

School District Five of Lexington and Richland Counties is soliciting proposals from qualified and experienced firms to provide district-wide professional grounds maintenance at twenty-two schools and four administrative offices complying with the enclosed description and/or specifications and conditions.

The grounds maintenance services shall include, but are not limited to the following:

- Mowing, edging, string trimming, blowing, shrubbery and tree maintenance.
- Servicing pine straw and mulch.
- Exterior pest control.
- Fertilization of turf, trees, and shrubbery.
- Weed control.
- Mowing and maintaining vegetation on slopes and in detention ponds.

Aerial photos are provided to reference the limits of school boundaries, the locations of detention/retention ponds, slopes, and curb appeal areas. They are not intended to be exact measurements or location of boundaries and features.

Bidders are required to conduct site visits and to have taken into consideration all conditions which might affect the work prior to submitting a bid. No consideration will be given to any claim based on lack of knowledge of existing conditions. Visitors to the schools are required to sign in and out at the main office prior to walking the campus. A site visit log is included in this solicitation and must be returned with the bid.

**Standard of Performance:** Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described herein. All services required of Contractor(s) must be performed to the satisfaction and approval of the District Representative (DR).

**Contract Terms:** The contract term shall be for a period of three (3) years from the date of award, with the option to renew for two (2) additional one-year periods if all parties are in agreement.

#### **Service Schedules:**

1. Contractor shall furnish the DR in writing with the following schedules at the beginning of each month:
  - a. Schedule of weekly services, shown on a monthly basis for each site. (Rain-outs shall be shown as make-up during weekends.)
  - b. Specific chemical applications by location.
  - c. Shrubby trimming.
  - d. Tree pruning.
  - e. Slope maintenance.
  - f. Detention pond maintenance.
  - g. Pine straw and mulch installation.
  - h. Playground mulch maintenance and mulch applications.
  - i. Treatments for ant control.
  - j. Athletic field mowing.
2. Contractor shall set or adjust the monthly service schedule to coincide with bimonthly Board of Trustees meetings.

3. Contractor shall adjust their service schedule to accommodate special requests for services based on special events at schools or offices. When possible, the District will provide advanced notice for such events.
4. During times of testing, the contractor shall adjust his/her schedule so that service doesn't occur while students are testing. The majority of testing takes place in the month of May. Elementary schools may only be serviced after 12:00 pm on days when students are testing.
5. Testing will take precedence over service. Testing schedules do not relieve the contractor of their obligation to service campuses on their appointed day.

**Contractor Employee Policy:**

1. The Contractor agrees to be responsible for and provide general supervision of all employees working under this contract. Whenever any employee is working, there shall be a designated supervisor on-site directing his/her work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. The Contractor shall have all their employees wear a distinctive uniform provided by the contractor containing the firm's name at all times while on District property.
4. **BACKGROUND CHECKS** - The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors who will perform work on this contract. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to request a copy of SLED checks on any representatives of the contractor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost. The successful contractor shall provide background reports to the district.
5. The contractor shall not allow any employees with a criminal record to enter onto or work on district property without written permission of the District.
6. The contractor shall provide the names of all employees working on district property.
7. All employees of the contractor shall comply with the Districts smoke-free regulations. The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.
8. The use or possession of alcoholic beverages or non-prescribed drugs will not be permitted on District premises. Contractor's employees who report for work showing evidence of any impaired condition will not be permitted to remain on the premises of the District.
9. No knives, firearms or other weapons are allowed on District property.
10. Employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing within 24 hours to the Facilities Supervisor (FS) and the DR specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the DR shall determine if the contractor is at fault.
11. Employees, through their supervisor, will be expected to honor reasonable requests from the FS or DR in preparation of special events or activities.
12. Employees shall not engage in idle or unnecessary conversation with district employees, other employees of the contractor, students, or visitors to the building and/or campus.
13. Employees shall not remove any article or material from the premises, regardless of its value. This includes the contents of trash containers and items on or around the premises. Items deemed as trash are to be placed in dumpsters or trash cans designated for that purpose.
14. Employees shall abide by all rules, regulations, and board policies while conducting business on district property.

15. The contractor's supervisor(s) must possess the ability to communicate professionally and effectively, both orally and written, with the school staff and other employees. The supervisor shall make contact on a regular basis with the FS and DR to ensure adequate communication concerning the contract. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
16. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in the solicitation.
17. The district reserves the right to request that any employee of the contractor who fails to abide by the district's rules, regulations, expectations, and board policies to be removed from the job and replaced, upon written request of the DR to the contractor

## **SPECIFICATIONS**

### **A. GROUNDS MAINTENANCE**

#### **General**

1. Turf areas (excluding athletic fields and practice fields)
  - a. Mowed to a height between 1 – 1½ inches
  - b. String trimmed
  - c. Sidewalks and curbs edged
  - d. Sidewalks and curbs blown of debris
  - e. Active ant mounds treated during each visit
2. The District shall be responsible for removing trash, paper, bottles, cans, etc., prior to mowing. However, the contractor is expected to pick up trash from time to time while mowing rather than mowing over or around it. If the contractor mows over any trash, the contractor will be required to clean up the trash. The contractor shall inform the (DR) of any problems with excessive amounts of trash on District properties.
3. All tree and shrubbery debris shall be removed from district property unless otherwise approved in writing by the DR.
4. All chain link fence and buildings/structures shall be string trimmed. Use of herbicide to kill vegetation in these areas requires approval in writing by the DR.
5. Rotary cutters “bush hogging” shall be permitted at locations as deemed practical and approved in writing by the DR prior to their use.
6. Any location that cannot be maintained with a rotary motor where soil sterilant/weed killer is not permitted shall be maintained by the use of string trimmers or other methods as approved by the DR. This includes areas of detention/retention ponds, fence lines, pond dams and slopes.  
All fixtures located on district property, flagpoles, tennis courts, playground equipment, fences, transformers, etc., shall be string trimmed or edged as appropriate.
7. Plant growth regulator (PGR) may be used only when approved in writing by the DR.
8. When necessary, the contractor shall place appropriate signage to warn students, staff and the general public of chemical applications. The contractor shall notify, in writing, the FS and DR when chemical applications have been made.

#### **Athletic Fields and Athletic Areas**

1. Contractor shall mow all athletic fields and aprons two times per week when the turf or rye grass is growing. Cuttings shall be performed so that no more than 1/3 of the leaf surface is removed at any one time. Contractor shall mow more often, as necessary, to maintain turf height. Contractor shall follow ASTM standard F2269-11 - Maintaining Warm Season Turf Grasses on Athletic Fields. The DR shall specify recommended days for cutting and preferred turf height.
2. Tifway Bermuda grass shall be maintained at 7/8” inch height or as requested by the DR.
3. Perennial rye shall be maintained at 7/8” inch height or as requested by the DR.
4. Contractor shall be responsible for mowing baseball fields, softball fields and practice fields during the growing season. This includes the following sports fields:

- Chapin High School - track field and shot put area, baseball field, softball field, and two practice fields. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot put surfaces.
  - Dutch Fork High School - two practice fields, baseball field, softball field, and shot put area. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot put surfaces.
  - Irmo High School - practice field, baseball field, baseball practice infield, softball field, and track field. Contractor is responsible for maintaining the turf/grass line where it meets the track surface/curb and along the pole vault, long jump and shot put surfaces.
5. Baseball and softball fields shall be mowed during winter and spring play.
  6. Contractor shall include the following areas when maintaining athletic fields:
    - Bleacher and seating areas.
    - Fence lines interior and exterior.
    - Common areas.
    - Areas around concession stands and around baseball and softball fields.
    - Bullpen areas.
    - Aprons.
    - Areas within stadiums that have landscaping or grass are to be serviced as specified with the regular grounds maintenance services.
  7. When required, the Contractor shall remove excess grass clippings from turf and dispose off-site.
  8. The contractor shall use a District approved reel mower when mowing baseball and softball fields during competition play. During times of non-competition play, the contractor may use either a District approved reel mower or a District approved rotary mower on all athletic fields.

**Curb Appeal-** Curb appeal areas are defined as the front of the main campus including driveways, parking lots, main drives/entrances and car pool pick-up and drop-off staging areas. Areas are highlighted with the color green on the aerial photos.

1. The contractor shall keep all sidewalks, curbs and gutters clean of debris during each visit.
2. Active ant mounds shall be treated during each visit.
3. Curbs shall be edged during each visit.
4. Weeds growing through asphalt or concrete curbs, gutters, sidewalks, parking lots, and driveways shall be string trimmed and treated with an herbicide during each visit.

**Campus Wide**

1. All campuses shall be serviced within every seven (7) calendar days during the growing season. Growing season is defined as the period of time from March 1<sup>st</sup> through November 15<sup>th</sup>. The Contractor shall maintain and service the campuses or locations during the non-growing season every ten (10) calendar days. The non-growing season is defined as the period of time from November 16<sup>th</sup> through February 28<sup>th</sup>.
2. Leaf and debris clean-up during the fall and winter months shall be performed during the ten (10) day service cycle.
3. Each high school campus that hosts football games shall be serviced on Thursday during football season.
4. All sidewalks and curbs shall be edged using equipment designed specifically for edging (string trimming shall not be used to edge) in conjunction with mowing to provide a well-groomed appearance.
5. All buildings/structures, fences, trees, shrub beds, etc. shall be trimmed with a string trimmer. Use of PGR is not permitted around building and structures without written approval by the DR.
6. All fallen or broken tree limbs and debris (large or small) shall be removed at time of service. Removal shall not to exceed seven (7) calendar days.

7. All curbs and gutters shall be cleaned of debris including soils and gravel during each service. Soil and gravel shall be removed from the affected area and disposed of on-site at a location approved by the FS or DR.
8. Catch basin openings and grate tops shall be cleaned of debris during each service.
9. Contractor shall control fire ants using TopChoice or approved alternate. The initial treatment shall be applied in March/April and again twenty (20) days prior to the opening of school. Active ant mounds shall be treated during each service and when requested by the FS or DR with a fast acting product that achieves immediate results. Requests for treatments shall be responded to within twenty-four (24) hours of the request. The applicator shall control operations in such a manner so as not to expose students, staff, and the general public to the chemicals.
10. Insect and disease control shall be administered to turf and outside trash receptacles on an as-needed basis and when requested.
11. The contractor shall take representative soil samples from each campus in the month of January, prior to fertilization, to determine which soil amendments are needed. A copy of the report shall be furnished to the DR. All lawn areas, campus wide, shall be fertilized once each year in the spring after soil testing. Fertilizing athletic fields and athletic practice fields are not included under this contract.
12. Contractor shall string-trim and treat with herbicide all vegetation growing in/through asphalt, cracks, concrete joints, curbs, driveways and parking lots during each visit. This includes common areas and seating areas within stadiums and athletic facilities.

**Slopes, Banks, and Detention/Retention Ponds- Refer to aerial photograph/drawings for locations**

1. All retention and detention ponds, drainage ditches, and slopes shall be maintained as a part of this contract.
2. All slopes, banks, retention and detention ponds, and drainage ditches shall be maintained in January, April, July, and October. Vegetation shall be cut to a height of six (6) inches. Volunteer woody material, sapling trees, and brush shall be cut to ground level and removed.
3. Retention and detention ponds are located at:
  - Chapin Elementary School
  - Chapin High School
  - Chapin Intermediate School has drainage swell around the physical education field and along the back of the campus. There is a detention pond located between Chapin Intermediate School the Chapin area bus parking lot.
  - Chapin Middle School
  - Dutch Fork Elementary School
  - Dutch Fork High School
  - Dutch Fork Middle School,
  - H.E. Corley Elementary School
  - Irmo Elementary School
  - Irmo Middle School/Cross Roads Middle School
  - Lake Murray Elementary School,
  - Leaphart Elementary School
  - Nursery Road Elementary School
  - OakPointe Elementary School
  - River Springs Elementary School
  - Seven Oaks Elementary School
  - Spring Hill High School
  - The Center for Advanced Technical Studies



### **Playgrounds**

1. Contractor shall scrape, clean and remove any growth of mold or fungus from all wood mulched playground fall surface areas as needed during each service.
2. Dangerous items such as broken glass, sharp objects, etc., shall be removed by the contractor during each service and the contractor shall notify the FS and the DR in writing when items are found.
3. Contractor shall maintain wood mulch fall surface within playground swing areas throughout the year in accordance with the latest ASTM and IPEMA standards.
4. Contractor shall replenish sandboxes when requested.

### **School Opening Preparations**

1. Four (4) weeks prior to school opening, the contractor shall provide a schedule to the DR listing all activities that will be performed at each campus.
2. All sites must be mowed within five (5) calendar days of school opening.
3. Granular ant control (TopChoice or approved alternate) shall be applied twenty (20) days prior to school opening throughout the campus. Contractor shall apply the product per the manufacturer's application rates.
4. All swing set areas that contain wood mulch as the fall surface shall have mulch removed and replaced annually using certified wood. Mulch shall be evenly distributed. The contractor shall install and maintain the fall surface to comply with ASTM and IPEMA (latest specifications) for playground fall surfaces. All swing areas shall be serviced and mulch added per ASTM and IPEMA (latest specifications) twenty (20) days prior to the opening of school. Contractor shall maintain wood mulch fall surface throughout the year to comply with ASTM and IPEMA (latest specifications) for fall surface. The contractor shall dispose of material off of district property.

## **B. SHRUBBERY, TREE AND BED MAINTENANCE**

### **Shrubbery Maintenance**

1. All shrubbery will be trimmed in April, July, and October. The contractor shall provide a pruning schedule to the DR.
2. Contractor shall also prune shrubs when requested in addition to the pruning schedule to provide a well-groomed appearance and to maintain CPTED standards as well as desired height and spread of shrubs.
3. For safety reasons, all shrubs around buildings and windows shall be maintained at a height of not more than three (3) feet from the window in vertical or horizontal direction. Contractor shall also trim the back side of the shrubs to one foot off of the building or structure to maintain a walk area between the shrub and building or structure.
4. Contractor shall perform structural pruning on all shrubs at least once per year. Appropriate pruning techniques shall be performed based on the type of shrub or plant.
5. Contractor shall fertilize shrubs in the spring with good quality 16-4-8 (N<sup>2</sup>) 50% slow release fertilizer or other appropriate fertilizer.
6. Contractor shall treat shrubs for insects and disease when needed. The contractor's applicator shall conduct spray operations in such a manner so as not to expose students, staff or the general public to exposure of chemicals. No treatment is allowed around buildings when students and staff occupy the building.

### **Bedding Material and Bed Maintenance**

1. Pine straw shall be fluffed during each visit and mulch shall be turned once every 3 months.
2. Installation of new pine straw and mulch shall take place in the February and again in July.
3. Vendor shall use a good quality, long leaf pine straw or hard wood mulch. Mulch selection and color will be determined by location prior to application.
4. Bedding material, whether pine straw or mulch, shall be replaced per the schedule and when requested to maintain a good appearance.

5. Contractor shall completely remove all bedding material from tree rings, plant beds and areas containing mulch or pine straw two (2) times during the five-year term. The initial removal will take place during the first contract term. The second removal shall take place in year number four (4) of the contract term if the contract is renewed. All bedding material shall be removed from district property. Removal shall be coordinated with the installation schedule for mulch and straw.
6. Contractor shall utilize a bed shaping machine to define all bed areas once per calendar year.
7. Contractor shall use edging equipment with a metal blade to maintain a distinct bed line between lawn and bed areas. The contractor shall edge the bed line/grass line during each visit to prevent grass from encroaching into the bed. Contractor shall not use a string trimmer or herbicide to edge the beds.
8. The contractor shall maintain weed-free tree rings, flower beds, shrubs beds, as well as any areas that contain mulch or pine straw campus wide during each service.
9. Particular attention shall be given to curb appeal areas which are highlighted with the color green on the aerial photographs/drawings.
10. Insect and disease control shall be administered to shrubbery on an as -needed basis and when requested.

### **Tree Maintenance**

1. Contractor shall maintain large trees along drives and in parking areas by pruning low hanging limbs to a height no lower than twelve (12) feet. Contractor shall maintain all other tree limbs above a 7 ft. height and to Crime Prevention Through Environmental Design (CPETD) standards.
2. New growth “suckers” growing near the base of trees shall be removed/pruned during each visit.
3. Contractor shall prune tree limbs that overhang or obstruct structures or that are within 2 feet of building walls and roofs to prevent contact with walls, roofs, and structures.
4. Contractor shall provide structural pruning to trees once per year, preferably in the winter months when trees are dormant.
5. All pruning material shall be removed from district property.
6. Contractor shall follow the same straw/mulch schedule as specified in bed maintenance around all trees.
7. Insect and disease control shall be administered to trees on an as-needed basis and when requested.

### **School Opening Preparations**

1. Four (4) weeks prior to school opening, the contractor shall provide a schedule to the CR listing all activities that will be performed at each campus.
2. New pine straw and mulch shall be placed in shrubbery and plant beds and around trees twenty (20) days prior to school opening. Hardwood mulch shall be added to existing mulched areas to a depth of one-half to three-quarters of an inch.
3. Granular ant control (TopChoice or approved alternate) shall be applied twenty (20) days prior to school opening. Contractor shall apply the product per the manufacturer’s application rates.

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

Each offeror must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your bid being deemed non-responsive.

By submitting a bid, offeror warrants its response to this solicitation to be fully disclosed and correct. Information, documents and materials submitted in the bid must be complete and accurate in all material aspects. All bids must contain direct responses to the following requests for information and be organized so that specific requests being responded to are readily identifiable and in the same sequence as outlined below. Responses may include cross-references to material elsewhere in the bid or to appendices.

## 1. TECHNICAL INFORMATION:

1. **Cover Letter:** One-page letter, including the legal name of the Offeror, providing a summary of the Offeror's ability to perform the services requested in this solicitation and confirm that the offeror is willing to perform those services and enter into a contract with the District. The letter shall be signed by the person having the authority to commit the Offeror to a contract.
2. **Table of Contents:** A Table of Contents of the material contained in the bid should follow the Cover Letter.
3. **Company Profile:**
  - a) State whether your firm is local, regional, or national.
  - b) Provide the location of the office from which the work is to be performed and the number of partners, managers, supervisors, and other employees employed at that office. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means for contact for the representative.
4. **Technical Response:** Offeror shall provide their response to the information requested below in the order listed within each category. Offerors are cautioned to respond to each request or their bid may be determined to be non-responsive. When responding to the requests, do not simply refer to an attached document; insert any reference information at the specific location where the answer is to be provided. Offerors may attach supplemental materials to enhance understanding, but bid responses will be evaluated primarily on the specific written responses by category below. If you believe an information request does not apply, please mark the request as not applicable and state why it is not applicable.

### a) **Background and Organizational Information Schedules**

- 1) Briefly furnish your organization's history, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees retained on a year-round basis, days/hours of operation and other pertinent data.
- 2) Provide the organizational structure of your firm. Include individuals who are employed in your firm, their duties and relevant work experience. Provide copies of all applicable licenses, accreditations, training documents, and certifications.
- 3) Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organization's ability to perform contractually.
- 4) Describe how your organization is properly licensed, bonded, and/or insured. Confirm that you will notify the District at least thirty (30) days in advance of any material changes to this coverage.
- 5) Certify that your organization and any principal of the organization is not prohibited, suspended or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state, or local public agency.

### b) **Qualifications and Experience**

- 1) Submit a list of all key personnel who will be assigned to this project. Include their responsibilities, resumes or experience summaries, qualifications, and licensing information.
- 2) Submit a complete list of equipment owned by your firm at this time to be used should your firm be awarded a contract. The list shall specifically indicate quantity, size, age, manufacturer, model number and description of all equipment.
- 3) Submit a list of chemicals to be used in the contract.

- 4) Include the number of years the firm has provided grounds maintenance services.
- 5) Provide a list of grounds maintenance contracts currently held by your firm and a list of grounds maintenance contracts held in the last five years. Include the name of facility, a brief description of the work, contract cost, and owner information. Include any letters of recommendation.
- 6) Provide the firm's most recent financial statement to include the name, address, and phone number of preparer.
- 7) Include any additional information that will allow the evaluation team to clearly identify that the proposed project team is equipped to perform the work called for in this solicitation. Convey the information in a concise and straightforward manner so that the evaluation team is able to focus on credentials and achievements that demonstrate the firm's ability to undertake this project. If sub-contractors will be used, submit their information as well.

**c) Project Plan**

- 1) Provide a work plan to accomplish the tasks delineated in this RFP. The work plan should include time estimates to complete tasks for each campus and the number of employees that will be performing the work.
- 2) Provide clear details about your firm's approach to maintenance schedules, make-up schedules due to inclement weather, and preparations for the opening of schools.
- 3) Provide a plan for responding to emergency requests and preparing for special events or activities.
- 4) Provide a detailed plan for reporting when services are performed, weekly, monthly, and quarterly.

**d) References**

1. Provide a list (school districts preferred) for which services substantially similar to those sought with this solicitation have been provided at any time during the past three years.
2. The list must contain a contact name along with the contact's telephone number, physical, and email address.

**e) Additional Data**

1. Provide additional information considered essential to the proposal which has not been specifically requested.
2. Describe any additional benefits the District will realize through a contract with your firm.

**2. PRICE/BUSINESS PROPOSAL:**

Offeror's annual itemized price to provide the services as outlined in this solicitation. The price should also be clearly stated for any subsequent year's annual price increase. See Section VIII. Price Proposal. One (1) copy of the Cost Proposal shall be provided under separate cover in a sealed envelope. **Do not include cost information in with the Technical Information.**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits,

and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

**SUBMITTING REDACTED OFFERS:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

## **V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR: (1)** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

### **QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY**

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

The District shall only accept offers from firm(s) that have at least three (3) years of professional grounds maintenance experience.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

**QUALIFICATIONS – REQUIRED INFORMATION:** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position
- (c) List of failed projects, suspensions, debarments, and significant litigation. If no such items exist, the offeror shall state that the firm has no failed projects, suspensions, debarments, and significant litigation.
- (d) Copy of herbicide/pesticide license.

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

## VI. AWARD CRITERIA

**AWARD BY LOT:** Award will be made by complete lot(s).

**AWARD CRITERIA-PROPOSALS:** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

**AWARD TO MULTIPLE OFFERORS:** Awards may be made to more than one Offeror.

**EVALUATION FACTORS-PROPOSALS:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the offeror will be reviewed. The submission of a bid for review does not necessarily qualify the offeror or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded. Proposals will be evaluated by a review committee using the following criteria:

1. Price – Total annual itemized price to provide the services as outlined in this solicitation for five years.
2. Qualifications & Experience - Demonstration that Offeror currently has the capability, qualifications and experience to perform the requested services.
3. Project approach-Offeror's technical approach to the project

CRITERION	POINT VALUE
Price	45
Qualifications and Experience	35
Project Approach	20
<b>TOTAL POINTS</b>	<b>100</b>

**PRICE:** After completion of evaluations by the committee, price points shall be added to the technical scores of each offeror. The proposal with the overall lowest price for five (5) years will be assigned the highest maximum points and the remainder of the proposals will be assigned lesser points in proportion to the lowest price. Proposed prices shall be stated as required in this solicitation.

**DISCUSSIONS AND NEGOTIATIONS:** Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(1)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal,

provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

## **VII. TERMS AND CONDITIONS – A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE**

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

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

**BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed

above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

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

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

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

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

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

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason anyone.



**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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

**PUBLICITY:** Contractor shall not publish any comments or quotes from District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PAYMENT FOR GOODS AND SERVICES:** Payment for goods and services received by the District shall be processed in accordance with the District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment.

**ITEM SUBSTITUTION:** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

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

**SWMBE PARTICIPATION:** District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your bid.

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

**TERMINATION:** Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

**NON-APPROPRIATIONS:** Any contract entered into by the District resulting from this bid invitation 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.

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

**FOR CAUSE:** Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT:** In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

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

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

**WAIVER:** The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of District's rights under this Contract. Any waiver must be in writing.

## VII. TERMS AND CONDITIONS – B. SPECIAL

1. This solicitation does not commit the District to award a contract for products or services or to pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any of all proposals received as a result of this request, or to cancel in part or in its entirety, this request for proposal, without liability whatsoever, if it is in the best interest of the District to do so or if funding is not available.
2. The contractor shall be licensed by the State of South Carolina to apply all chemicals used in conjunction with this solicitation. The contractor shall maintain records of all chemical applications and comply with all local, state, and federal laws relating to chemical applications.
3. The successful contractor shall have an adequate workforce of skilled work persons, supply all equipment, materials and supplies necessary to comply with the specifications of the contract. This includes, but is not limited to, all fertilizers, herbicides, pesticides, certified wood mulch used for fall surfaces on playgrounds, hardwood and cedar mulch, pine straw, and sand used in sandboxes.
4. All employees shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval, in the field, of the District Representative (DR).
5. Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings.
6. Contractor shall provide service tickets for each location at the time of service. The service ticket will provide detailed information of the services performed along with a start and completion time stamp. Tickets shall be signed by a designee at each location. Service tickets shall be provided to the DR at the end of each month.
7. Playgrounds, commons areas, and student activity areas shall be maintained at times when there is no threat to the safety of students or personnel and shall be coordinated with the FS at each location.
8. All tree and shrubbery debris shall be removed from district property unless otherwise approved in writing by the DR.
9. The specifications cover provisions for grounds maintenance service, including all reasonable and necessary labor, supervision, equipment, materials and supplies to provide well-groomed, presentable grounds.
10. Submitted prices shall be all inclusive. The District will not honor any hidden costs that may be invoiced at a later date related to items in this solicitation.
11. The contractor shall maintain on file, all Safety Data Sheets for all chemicals used on district property. When requested, the contractor will provide copies to the District Representative (DR).
12. All chemicals used on district property shall be approved by the manufacturer for use on school grounds.
13. All equipment used on this project shall meet OSHA standards for safety and all other local, state, and federal laws and/or regulations that may pertain to this solicitation.
14. All noise reduction devices, as designed by the original equipment manufacturer, shall be maintained in good working order on all equipment to minimize noise during school hours.
15. Equipment shall not be stored, housed or left on district property, or left unattended without prior approval from the District Representative (DR).
16. The Contractor shall be responsible for providing the proper training for all of their employees regarding the proper handling of equipment and the application of chemical substances. Damages resulting from the improper use of equipment, application or use of chemical substances will be the responsibility of the contractor. Additionally, the Contractor is responsible for providing for all training and certification for his/her employees as required by AHERA, DHEC, OSHA, EPA regulations, and all local, state, and federal requirements.

17. All licenses or permits required to operate in any location utilized in this contract shall be the responsibility of the Contractor.
18. The contractor shall be familiar with and in complete compliance with, OSHA, AHERA, DHEC, and EPA requirements and shall report any loss time or major injuries to the District.
19. Contractor's employees shall report any property damage to their supervisor immediately. The supervisor shall report such damage in writing within 24 hours to the DR specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract. Upon investigation of the incident, the DR shall determine if the contractor is at fault.
20. The District will furnish keys. The Contractor will not have additional keys duplicated. If additional keys are needed, a request will be made to the DR. Upon termination of the contract, the contractor shall return all keys to the DR before the final payment is made.
21. The Contractor shall maintain an email account, landline and cellular telephone service that shall be local or toll free to the school district.
22. The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of their employees while they are on premises. The Contractor or his insurer shall reimburse the District for any such damage or loss within 30 days after a claim is submitted. For example: windows and glass doors, car windows and windshields. Note: the DR will investigate claims of this nature with the authorized contractor's representative for validity.
23. The contractor shall notify the FS and the DR as soon as possible of any damage or loss, particularly to automobile glass, building windows and storefronts.
24. For damages to district windows and glass doors, the FS will have the repairs made and the contractor will reimburse the district for the repairs. For damages to automobiles and automotive windows and windshield, the contractor shall deal directly with the owner of the vehicle.
25. The District reserves the right to negotiate a fair and reasonable cost with the successful contractor to install new landscaping, replace trees and shrubbery, and other landscaping services that may arise during the contract term.
26. The district reserves the right to add additional schools/property to the contract.
27. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of federal, state and local agencies having jurisdiction. This shall include, but not be limited to minimum wage, labor, and equal employment opportunity laws. Note: All subcontractors must be approved in writing by the District prior to commencing on any work under this contract.
28. Contractor shall be observant of washouts and safety issues and shall communicate in writing all such details to the FS and DR.
29. Damage to shrubbery and trees caused by vandalism or inclement weather, etc. shall be reported in writing to the FS and DR. Depending on the extent of damage, contractor may be asked to do structural pruning in an effort to restore the plant/shrub.
30. Contractor's vehicles shall have signage that is clearly visible and legible identifying the name of the business.
31. Contractor shall refer to contract specifications and document details for definition of the scope of work. Specifications apply to the entire campus/property. It is not the intent of the District for the contractor to provide weekly service to natural areas, wooded areas, and perimeter fence lines, etc. However, this does not relieve the contractor of these duties when they are required.
32. Missed service as a result of inclement weather shall be made up within two (2) days of the missed service. The contractor shall maintain the integrity of the schedule to ensure that all campuses are serviced once every seven (7) days during the growing season and once every ten (10) days during the non-growing season.
33. When service is missed and not made up during the service cycle at any site for any reason, the cost of the service will be deducted from the monthly invoice. Service cost will be calculated by using the annual cost by site/location and dividing by the number of annual services.

34. Minimum insurance limits of **Low Risk** as shown in the Minimum Insurance Limits Guideline. Include a copy of your insurance certificate with your bid.

<u>Minimum Insurance Limits Guidelines</u>				
<u>FORM</u>	<u>BASIS</u>	<u>HIGH RISK</u>	<u>MEDIUM RISK</u>	<u>LOW RISK</u>
CGL	Occurrence	\$5 Million	\$2 Million	\$1 Million
	Aggregate	\$10 Million	\$5 Million	\$2 Million
	Products-Completed Operation Aggregate	\$10 Million	\$5 Million	\$2 Million
	Personal/Advertising Injury	\$5 Million	\$2 Million	\$1 Million
Employees Liability	BI - Occurrence	\$1 Million	\$500,000	\$250,000
	Disease - Occurrence	\$1 Million	\$500,000	\$250,000
	Disease - Aggregate	\$2 Million	\$1 Million	\$500,000
Business Automobile Liability	Occurrence	\$2 Million	\$2 Million	\$1 Million
Workers Comp		Statutory	Statutory	Statutory

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

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

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

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

provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**CISG:** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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

**CONTRACTS:** Every resulting contract is subject to all terms of the district procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

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

**CONTRACTOR'S LIABILITY INSURANCE(General):**

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

(b) Coverage shall be at least as broad as:

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

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

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

(c) The District and its officers, officials, employees and volunteers must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

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

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

(g) Contractor hereby grants to the District and all of its officers, officials, employees and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

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

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

**CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. No forms of tobacco products, alcohol, and drugs are allowed on the District's premises.

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

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

**DEFAULT:** (a)(1)The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

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

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

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

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

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

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

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

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.



**DEFECTIVE GOODS:** Any item delivered in an unacceptable condition will not be accepted. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

**DESCRIPTIVE LITERATURE – LABELING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**REBATES BONUSES, AND OTHER FINANCIAL BENEFITS:** All rebates, bonuses, discounts or other financial benefits derived from the procurement process must accrue to the District's nonprofit school food service account as defined in 7CFR 210.21(f). Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to the District.

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

**LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required

by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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

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

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is three (3) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW:** At the end of the initial term, and at the end of each renewal term, the District reserves the right to extend the contract for a period up to two (2) additional one (1) year period(s) upon mutual agreement of the District and the Offeror.

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

**RECORDS RETENTION AND RIGHT TO AUDIT:** The District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**RELATIONSHIP OF USING GOVERNMENTAL UNITS:** Each using governmental unit's obligations and liabilities are independent of every other using governmental unit's obligations and liabilities. No using governmental unit shall be responsible for any other using governmental unit's act or failure to act.

**VIII. PRICE/BUSINESS PROPOSAL**

**LOT 1**

**BID SCHEDULE  
GROUNDS MAINTENANCE**

Provide all labor and materials, equipment and supplies campus-wide for grounds maintenance services on a seven (7) day growing season service cycle and a ten (10) day non-growing season service cycle as specified at the following locations: **Reference Section III, Specifications, A. Grounds Maintenance.**

Administration Office	_____
Alternative Academy	_____
Ballentine Elementary School	_____
Cate Center	_____
Chapin Elementary School	_____
Chapin Middle School	_____
Chapin High School	_____
Cross Roads Middle School	_____
Dutch Fork Middle School	_____
Dutch Fork High School	_____
Harbison West Elementary School	_____
HE. Corley Elementary School	_____
Irmo Elementary School	_____
Irmo Middle School	_____
Irmo High School	_____
Leaphart Elementary School	_____
Nursery Road Elementary School	_____
Oak Pointe Elementary School	_____
River Springs Elementary School	_____

Seven Oaks Elementary School \_\_\_\_\_

Spring Hill High School \_\_\_\_\_

Gibbes Street Annex Office \_\_\_\_\_

Wescott Road Property \_\_\_\_\_

LOT 1 - TOTAL COST FOR ALL LOCATIONS:

Year One \_\_\_\_\_

Year Two \_\_\_\_\_

Year Three \_\_\_\_\_

Year Four \_\_\_\_\_

Year Five \_\_\_\_\_

GRAND TOTAL FOR  
FIVE YEARS (BASIS OF AWARD) \_\_\_\_\_

**ALTERNATE PRICING LOT 1  
10 DAY SERVICE CYCLE**

Provide all labor and materials, equipment and supplies campus-wide for grounds maintenance services on a ten (10) day service cycle as specified at the following locations:

Administration Office \_\_\_\_\_

Alternative Academy \_\_\_\_\_

Ballentine Elementary School \_\_\_\_\_

Cate Center \_\_\_\_\_

Chapin Elementary School \_\_\_\_\_

Chapin Middle School \_\_\_\_\_

Chapin High School \_\_\_\_\_

Cross Roads Middle School \_\_\_\_\_

Dutch Fork Middle School \_\_\_\_\_

Dutch Fork High School	_____
Harbison West Elementary School	_____
HE. Corley Elementary School	_____
Irmo Elementary School	_____
Irmo Middle School	_____
Irmo High School	_____
Leaphart Elementary School	_____
Nursery Road Elementary School	_____
Oak Pointe Elementary School	_____
River Springs Elementary School	_____
Seven Oaks Elementary School	_____
Spring Hill High School	_____
Gibbes Street Annex Office	_____
Wescott Road Property	_____

**LOT 1 ALTERNATE PRICING 10 DAY SERVICE CYCLE  
TOTAL COST FOR ALL LOCATIONS:**

Year One	_____
Year Two	_____
Year Three	_____
Year Four	_____
Year Five	_____
<b>GRAND TOTAL FOR FIVE YEARS</b>	_____

**LOT 2**

**BID SCHEDULE  
SHRUBBERY, TREE AND BED MAINTENANCE**

Provide all labor, materials, equipment and supplies for tree and shrubbery maintenance, flower and shrub bed maintenance, and bedding material maintenance campus-wide. **Reference Section III, Specifications, B. Shrubbery, Tree and Bed Maintenance.**

Administration Office	_____
Alternative Academy	_____
Ballentine Elementary School	_____
Cate Center	_____
Chapin Elementary School	_____
Chapin Middle School	_____
Chapin High School	_____
Cross Roads Middle School	_____
Dutch Fork Middle School	_____
Dutch Fork High School	_____
Harbison West Elementary School	_____
HE. Corley Elementary School	_____
Irmo Elementary School	_____
Irmo Middle School	_____
Irmo High School	_____
Leaphart Elementary School	_____
Nursery Road Elementary School	_____
Oak Pointe Elementary School	_____
River Springs Elementary School	_____
Seven Oaks Elementary School	_____
Spring Hill High School	_____

Gibbes Street Annex Office \_\_\_\_\_

Wescott Road Property \_\_\_\_\_

LOT 2 - TOTAL COST FOR ALL LOCATIONS:

Year One \_\_\_\_\_

Year Two \_\_\_\_\_

Year Three \_\_\_\_\_

Year Four \_\_\_\_\_

Year Five \_\_\_\_\_

GRAND TOTAL FOR  
FIVE YEARS (BASIS OF AWARD) \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

- A. Site Addresses
- B. Site Visit Log
- C. Minority Participation Affidavit
- D. Offeror's Checklist



## **ATTACHMENT A**

### **SITE ADDRESSES AND DEFINITIONS OF WORK AREA**

**Former Alternative Academy Site**  
**107 Columbia Avenue**  
**Chapin, SC 29036**

- 1) To the boundaries.

**Ballentine Elementary School**  
**1040 Bickley Road**  
**Irmo, SC 29063**

- 1) To the boundaries.
- 2) Natural area left side of school where sidewalk/steps connect to adjacent neighborhood. Cut to gas line indicator signs and trim hill at steps for visibility during each service.

**District Office**  
**1020 Dutch Fork Road**  
**Irmo, SC 29063**

- 1) To the boundaries.
- 2) Baseball field is included within the boundaries.

**Gibbes Street Annex Office**  
**1234 Gibbes Street**  
**Irmo, SC 29063**

- 1) To the boundaries.
- 2) Maintain property boundaries between building and Fork Avenue.

**Wescott Road Property**  
**6020 Wescott Road**  
**Columbia, SC 29212**

- 1) To the boundaries.
- 2) Maintain areas around buildings and structures and to the edge of grass and tree lines.

**Chapin High School**  
**300 Columbia Avenue**  
**Chapin, SC 29036**

- 1) To the boundaries.
- 2) Include the former Palmetto Woods property and gravel student parking lot during each visit. Include slope between the driveway and student parking lot during each visit.

**Chapin Elementary School**  
**940 Old Bush River Road**  
**Chapin, SC 29036**

- 1) To the boundaries.
- 2) Contractor shall maintain all boundaries to the wood line on each side. The backside shall be maintained approximately midway between the playground and the ball fields. The line may vary slightly in accordance with what ICRC maintains. The line continues across the field to the wood line. The front border shall be the roadway from the sign to the right of the entrance of the school, at the road frontage between the schools to the utility pole (may vary slightly based on recreation department mowing).

**Chapin Middle School**  
**1161 Broad River Road**  
**Chapin, SC 29036**

1) To the boundaries.

**Chapin Intermediate School**  
**1130 Old Lexington Highway**  
**Chapin, SC 29036**

1) To the boundaries.

2) Maintain all boundaries to the wood line. Contractor is not responsible for walkways in the woods. However, walkways at the entrances to campus shall be maintained. Note: The transportation facility between Chapin Elementary School and Chapin Intermediate School shall be maintained every seven calendar days.

**Lake Murray Elementary School**  
**1531 Three Dog Road**  
**Chapin, SC 29036**

1) To the boundaries.

**Dutch Fork Middle and Dutch Fork High Schools**  
**1528 and 1400 Old Tamah Road**  
**Irmo, SC 29063**

1) To the boundaries.

2) All fence lines around the Transportation Office and bus parking lot will be maintained so that trees and other wood material will not grow into the fence line. All areas within the Transportation Office and bus parking lot shall be serviced at the same time as Dutch Fork Middle School.

Natural area drops off steeply. Contractor shall maintain approximately 8 to 10 feet on the outside of the fence line by keeping trees and woody material from growing up next to it.

Dutch Fork High School has three (3) interior courtyards that shall be maintained during each service.

**River Springs Elementary School**  
**115 Connie Wright Road**  
**Irmo, SC 29063**

1) To the boundaries.

2) Natural Area along Kennerly Road. The contractor shall maintain the natural wooded area between school campus and Kennerly Road twice a year. Once in August two weeks prior to the opening of school and again in January.

**H.E. Corley Elementary School**  
**1500 Chadford Road**  
**Irmo, SC 29063**

1) To the boundaries.

2) Baseball field shall be serviced during each visit.

**Cross Roads Intermediate School  
6949 Saint Andrews Road  
Columbia, SC 29212**

- 1) To the boundaries.
- 2) Maintain entrance at Woodstream Road.
- 3) Mowing (bush-hog) natural areas around the retention pond and areas between the track and the fence line. The track field and baseball fields are maintained by the Irmo Chapin Recreation Commission (ICRC).
- 4) Amphitheatre area shall be maintained as needed or when requested down to the creek/drainage area.

**Irmo Middle School  
6051 Wescott Road  
Columbia, SC 29212**

- 1) To the boundaries.
- 2) Access driveway leading from a parking lot to the baseball fields, along a pond dam.
- 3) The greenhouse area is maintained by students. However, the Contractor shall be required mow/string trim within the area during each visit. There will be times when the contractor will need to remove excessive growth and assist with a thorough cleaning of the area.

**Irmo High School  
6671 Saint Andrews Road  
Columbia, SC 29212**

- 1) To the boundaries.
- 2) The bus parking lot shall be maintained when Irmo High School is serviced. The slope between the parking lot and practice field shall be mowed four times per year. Refer to maintenance schedule for Detention/Retention and slope maintenance schedule.
- 3) Interior courtyards shall be maintained during each visit.
- 4) Water Meter located in the Quail Valley Subdivision. There is a fifty (50) foot wide by approximately three (300) hundred-foot long area (50'X300') owned by the district in the subdivision. This area shall be mowed April, July, October, and January.

**Dutch Fork Elementary  
7900 Broad River Road  
Irmo, SC 29063**

- 1) To the boundaries.

**Harbison West Elementary School  
257 Crossbow Drive  
Columbia, SC 29212**

- 1) To the boundaries.

**Irmo Elementary School  
7401 Gibbes Street  
Irmo, SC 29063**

- 1) To the boundaries.

**Nursery Road Elementary School  
6706 Nursery Road  
Columbia, SC 29212**

- 1) To the boundaries.

**Leaphart Elementary School  
120 Piney Grove Road  
Columbia, SC 29210**

- 1) To the boundaries.
- 2) Maintain an area of 3 feet on each side of the steps leading from the campus to the ICRC fields during each visit.

**Seven Oaks Elementary School  
2800 Ashland Road  
Columbia, SC 29210**

- 1) To the boundaries.

**Oak Pointe Elementary School  
1 River Bottom Road  
Irmo, SC 29063**

- 1) To the boundaries.
- 2) Natural area at the back of the school. Located between a fence line and the back property line. Refer to mowing schedule for Detention/Retention ponds and slope maintenance. Retaining wall: Contractor shall maintain the retaining wall to prevent vegetation from growing on the wall both at the top and base of wall.

**The Center for Advanced Technical Studies  
916 Mount Vernon Church Road  
Chapin, SC 29036**

- 1) To the boundaries.
- 2) The barn-yard and greenhouse areas.

**Spring Hill High School  
11629 Broad River Road  
Chapin, SC 29036**

- 1) To the boundaries.

**ATTACHMENT B**

**SITE VISIT LOG**

The form is to be fully completed and submitted with your proposal. I certify that a company representative has visited each of the following facilities:

**Ballentine Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Chapin Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Dutch Fork Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Harbison West Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**H.E. Corley Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Irmo Elementary and Gibbes Street Annex Office**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Lake Murray Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Leaphart Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Nursery Road Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Oak Pointe Elementary School**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**SITE VISIT (cont.)**

**River Springs Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Seven Oaks Elementary**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Chapin Intermediate School**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**CrossRoads Intermediate School**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Chapin Middle**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Dutch Fork Middle**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Irmo Middle**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Chapin High**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Dutch Fork High**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Irmo High**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Spring Hill High and Academy for Success**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**SITE VISIT (cont.)**

**Center for Advanced Technical Studies**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**District Administration**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Chapin Transportation Office**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Dutch Fork Transportation Offices**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Irmo Transportation Offices**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Wescott Road Property**

Person(s) attending \_\_\_\_\_

Date of visit \_\_\_\_\_

**Signature of Authorized Official:** \_\_\_\_\_

**Print name and Title:** \_\_\_\_\_

**ATTACHMENT C**

**MINORITY PARTICIPATION AFFIDAVIT**

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

- 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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]



## ATTACHMENT D

### 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 CONTRACT CLAUSES!
- ✓ 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 OFFER:**

1. Cover Page
2. Page 2
3. Technical Proposal
4. Price Proposal
5. Site Visit Log
6. Minority Participation Affidavit
7. Completed W-9 (if needed)