



## Invitation for Bid

Solicitation Number: 22-23-03  
Date Issued: 08/17/2022  
Procurement Officer: Donna Wiggs  
Phone: (864) 594-6167  
Email Address: DBWiggs@spart7.org

DESCRIPTION: IFB #22-23-03 SHS Softball Field Repairs

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

Spartanburg School District Seven  
Attn: Donna Wiggs  
P. O. Box 970  
Spartanburg, SC 29304

**PHYSICAL ADDRESS:**

Spartanburg School District Seven  
Attn: Donna Wiggs  
610 Dupre Drive  
Spartanburg, SC 29307

SUBMIT OFFER BY: **Sept 12, 2022, 1:30 PM**

QUESTIONS MUST BE RECEIVED BY: **August 31, 2022 by 10:00 AM**

(please direct questions to Donna Wiggs at DBWiggs@spart7.org)

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

CONFERENCE TYPE: n/a

DATE & TIME: n/a

LOCATION:

**AWARD &  
AMENDMENTS**

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

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

**NAME OF OFFEROR**

(full legal name of business submitting the offer)

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

**AUTHORIZED SIGNATURE**

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

**TAXPAYER IDENTIFICATION NO.**

(See "Taxpayer Identification Number" provision)

**TITLE**

(business title of person signing above)

**PRINTED NAME**

(printed name of person signing above)

**DATE SIGNED**

**STATE OF INCORPORATION**

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

**OFFEROR'S TYPE OF ENTITY: (Check one)**

☐ Sole Proprietorship

☐ Partnership

☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)	
	<div style="border-bottom: 1px solid black; width: 100%;"></div>	
	Area Code - Number - Extension	Facsimile
<div style="border-bottom: 1px solid black; width: 100%;"></div>		
E-mail Address		

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<div style="border-bottom: 1px solid black; width: 100%;"></div>	
<div style="border-bottom: 1px solid black; width: 100%;"></div>	
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>

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

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)

MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____
If yes, South Carolina Certification # _____

Spartanburg School District Seven is seeking a responsive and responsible vendor to provide a competitive **sealed bid** for Spartanburg High School softball field repairs.

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

Bids will be accepted until **1:30 PM on Sept. 12, 2022.**

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

**LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

*Sealed bids must be delivered to and marked on outside of package with bid name & number:*

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

*"SHS Softball Field Repairs IFB #22-23-03"*

Sealed bid packages must include completed copies of page 1 (signed), 2, Bid Proposal Sheet, Business Profile, Reference List, and Minority Participation (if applicable); as well as all requirements found herein.

All questions must be addressed to Donna Wiggs (864-594-6167), DBWiggs@spart7.org and must be received by **August 31, 2022 before 10:00 AM**

## **INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1. All proposal/bid sheets must be submitted in a sealed envelope. You may include more than one proposal/bid per envelope if you follow the instructions contained herein. The face of the envelope shall contain the proposal/bid title, the proposal/bid number, and the date and time of proposal/bid opening. Proposals/Bids not submitted on this proposal/bid Sheet and accompanied by the Bidder Information and Authorized Signature on page one (1) hereof will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.**
2. Bids, proposals, amendments or withdrawal requests must be received by the time advertised for bid/proposal opening. It is the vendor's sole responsibility to insure that the bid/proposal documents are received in the Purchasing Department by the time and date indicated in the solicitation documents.
3. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the proposal/bid. No proposal/bid shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted. All signatures required must be in ink.
4. If specifications or descriptive papers are submitted with bids/proposals, enter bidder's name thereon.
5. Unless otherwise required, submit only one copy of each proposal/bid.
6. Bidders shall be required to visibly mark as "CONFIDENTIAL" each part of their bid/proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
7. Tie bids will be resolved as outlined in Section 1-2077 of the District Procurement Code.
8. By submission of a proposal/bid, the Vendor shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
9. Any Vendor desiring to exercise protest rights under Section 2-2185 of the District Procurement Code shall direct all correspondence to: Finance Office, Spartanburg County School District 7, P. O. Box 970, Spartanburg, SC 29304.
10. The statement of award on bids/proposals in excess of \$25,000.00 will be posted in the Finance Office after final determination of award.
11. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

### **DEADLINE FOR SUBMISSION OF QUESTIONS:**

**August 31, 2022 AT 10:00 A.M.** Questions must be submitted in writing to: Donna Wiggs, Spartanburg School District Seven, 610 Dupre Drive, Spartanburg, S.C. 29307 or via email to [DBWiggs@spart7.org](mailto:DBWiggs@spart7.org).

## GENERAL TERMS & CONDITIONS

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

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

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

**Unit Prices:** Unit prices will prevail over extended prices unless otherwise stated in the bid invitation.

**Delivery:** Delivery must be FOB destination freight prepaid unless otherwise specified herein. Cost of delivery will be included in unit prices.

**Bidder/Offendor Qualifications:** Bidders/proposers must, upon request of the School District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The School District reserves the right to make the final determination as to the bidders' ability to provide the products or services requested herein.

**Addenda:** Addenda shall be issued prior to the RFP/IFB submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP/RFB, an addendum will be posted under "Available Solicitations" at <http://spartanburg7.org/procurement>. Because this RFP/IFB is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this proposal. Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP/IFB. No addenda shall be issued later than three (3) days prior to the RFP/IFB submittal date except to a) withdraw the RFQ/IFB or IFB/RFP solicitation, or b) to postpone the RFP/IFB submittal date and time. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

**Quote/Proposal/Bid as Offer to Contract:** By submitting your Quote/Proposal/Bid, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. Any offer may be submitted by one legal entity; joint proposals are not allowed. The Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal/bid containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal/bid non-responsive.

**Background Checks:** As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check

employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list will not be permitted on the Project Site or the District's property.

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

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

**Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this RFP/IFB shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids/proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids/proposals remain confidential must visibly mark as "Confidential" each page of the bid/proposal they consider to contain proprietary information.

**Submitting Confidential Information:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State 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 State 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 Spartanburg School District Seven, its Board Members, Administrators and Employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2].

**If confidential information is contained in your offer, submit one (1) "Redacted Copy" along with the "Original" or if a disk or flash drive is required with your offer, the "Original" and the "Redacted Copy" must be placed on the disk or flash drive.**

**Bidder/Offeror Responsibility:** The Bidder/Proposer alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid/proposal.

**Correction of Errors on the Proposal/Bid Form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No bid/proposal shall be altered or amended after specified time for opening.

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

**Subcontracting:** The District requires advance notification of any and all subcontracting and the ability to approve or deny the use of proposed subcontractors. If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor's qualifications to perform along with three references must be submitted.

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

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

**District or School Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies.

The District has a district-wide NO TOBACCO policy. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

**Drug-free Workplace:** By signing and submitting a bid/proposal, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

**Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

**Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

**Qualifications/Responsible:** 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.

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

**Tax Credit for Subcontracting with Minority Firms:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to



said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a state contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certifications are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone (803) 734-0657, Fax (803) 734-2498.

**Illegal Immigration:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of the South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

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

**Interpretations:** If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

**Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this bid/ proposal will 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.

**Right to Protest:** Any prospective Bidder/Offeror or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer within **fifteen days** of the date of issuance of the Invitation for Bid/Proposal or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

**Authorization and Acceptance:** The proposal/bid must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this

RFP/IFB. The proposal/bid must contain a statement to the effect that your proposal/bid is firm for a period of sixty (60) days from the proposal/bid due date or longer if so required by the District.

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

**Ethics Act:** By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150.

**Iran Divestment Act of 2014:** By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to Section 11-57-310 (South Carolina Code of Laws).

**Open Trade Representation:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (02-2A083-1)

**Open Trade:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (07-7A053-1)

**Qualifications as to Experience and Years in Business:** The Procurement Officer may, in his or her discretion, consider (a) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (b) any subcontractor proposed by offeror.

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

**Posting of Award:** Notice of Award or Intent to Award will be posted in the Procurement Office of the District Office located at 610 Dupre Drive, Spartanburg, SC 29302.

## GENERAL CONDITIONS:

1. **Default:** In case of default of the contractor, the School District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
2. **Non-Appropriations:** Any contract entered into by the School District or other entities resulting from this Request for Proposal/Bid 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.
3. **Force Majeure:** The contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery time schedule.
4. **Save Harmless:** The successful bidder/proposer shall indemnify and save harmless the School District, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Bidder's use of material furnished to the Bidder by the School District.
5. **Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the School District.
6. **Quality of Products:** Unless otherwise indicated in this RFP/RFB/IFB, it is understood and agreed that any item offered or shipped on this proposal/bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **Certified/Registered/Authorized Partner, Dealer, Reseller or Installer of Manufacturer or Brand:** Vendor, contractor or offeror must be a verifiable authorized representative of any product specified herein, and by submitting an offer attests to that fact. The District reserves the right to verify this with manufacturer or brand and may deem any offeror not in compliance as non-responsive.
8. **Brand Name Specifications:** Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be proposed provided the brand name, model number, etc., is clearly indicated in the RFP/RFB/IFB. However, the School District reserves the right to insist upon the specified name brands.

9. **S. C. Law Clause:** Upon award of a contract under this bid/proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid/proposal, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
10. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing to the contractor.
  - A. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the School District without the thirty (30) days advance written notice, then the School District may negotiate termination costs, if applicable.
  - B. Termination for Cause: Termination by the School District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default provision in this proposal shall apply. (See General Conditions No. 1)
11. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District's Purchasing Department.
12. **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.
13. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the School District without permission from the School District's Purchasing Department.
14. **Indemnification:** The School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the School District or failure of the School District to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid/proposal.
15. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice or as outline elsewhere in this solicitation.
16. **District and Spartanburg School District Seven Names:** Owner, District, School District, Spartanburg School District Seven (7), Spartanburg County School District Seven (7) and all such variations are one and the same.
17. **Proposer, Bidder, Offeror, Quoter, Responder, Contractor:** All of these and similar shall refer to the entity identified on page one (1) of this document and responding to this solicitation.
18. **Insurance Requirements:** The successful bidder agrees to provide, maintain and certify to the District that the following insurance is in effect:
  - A. Comprehensive general liability insurance: \$1,000,000.
  - B. Whereby any contractor owned vehicle is used on District property under this contract:

- Bodily injury \$100,000 each occurrence
  - Property damage \$100,000
  - Auto liability of \$1,000,000
- C. Workers Compensation Insurance – Statutory Limits
- D. If work is being performed on district premises, then the vendor must have Spartanburg School District Seven added as an “additional insured” on their General Liability policy.
- E. The bidder shall furnish Spartanburg School District Seven Certificates of Insurance within 21 working days after acceptance of a contract.
- F. Spartanburg School District Seven must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.

19. **Price Adjustments:** The contract price may be adjusted annually by the Consumer Price Index amount, not to exceed 5% per year. Retroactive adjustments are not permissible. Calculation shall be as described below.

The Consumer Price Index (CPI) issued by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) shall be used for “South Urban” area, “All items” based on the annual percentage calculated for the end of March.

Contractor’s notice for request under this adjustment must be submitted to District Seven’s Procurement Officer and Director of Operations by May 15th of each year for consideration for the subsequent contract year that begins on August 1st.

Upon award of this contract a sample of how the district will calculate above will be available upon Contractor’s request.

20. **Term of Contract:** The term of contract shall be for the period stated in the Statement of Award or Intent to Award until full delivery and the District’s receipt of all the required warranties herein and will extend through June 30, 2023 for any additional needs.

21. **Compliance with Procedures:** Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

22. **Examination of Records:**

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

b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the Spartanburg School District Seven, or his/her duly authorized

representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor’s directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

23. **Explanation to Prospective Bidders/Proposers:**

A. Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their proposals.

B. Oral explanation and/or instructions given before the award of the contract shall not be binding.

24. **Questions:** All questions must be in writing addressed to Donna Wiggs, School District Seven, P.O. Box 970, Spartanburg, SC 29304 or via email to [DBWiggs@spart7.org](mailto:DBWiggs@spart7.org). The Deadline for written questions is **10:00 AM on August 31, 2022**.

**INVITATION FOR BID**  
**IFB #22-23-03**  
**SHS Softball Field Repairs**

**Scope:**

Spartanburg School District 7 is seeking competitive sealed bids for a contractor to repair the softball field at Spartanburg High School per specifications below.

**Project specifications for Softball drainage and warning track area at Spartanburg High School**

Drainage 6" trunk line is to be installed at the 10' mark from the outfield fence and discharged into the corner catch basins outside the field fence at the corners of the field. There shall be three 4" lateral lines running from the trunk to the infield measuring 100' and 4 4" 20' fingers branching from laterals. The trunk line shall be covered with 57 stone and shall be perforated. All other laterals and fingers shall be perforated corrugated lines as well.

The warning track shall be 10' wide around the entirety of the inside perimeter of the fence. Measurements will be taken from the fence. This area amounts to 8,000 sq feet. The sod within the warning track will be removed and there shall be a removal area of 3" throughout the warning track. Sod and soil to be replace with 1.5" crusher run and then followed by an additional 1.5" of Red Crushed Brick warning track material.

The Halo around the home plate area between the warning track and infield material shall be artificial with the Vikings logo placed and centered directly behind home plate. This area will measure no more than 1100 sq feet. The area should be excavated and 4" of concrete poured for a base to attach the artificial turf to. The turf will be a custom sized with lettering and logos and will be a sand filled urethane with wings attached. The custom measurements shall be completed after the awarding of the bid.

All measurements are very close estimations and appointments can be made for exact dimension measurements and questions regarding the work prior to bid opening date and after the awarding of bid should be directed to Matt Arms.

For an appointment contact Matt Arms 864-529-8910 or [MBArms@spart7.org](mailto:MBArms@spart7.org)

**Delivery Requirements/Hours of Work:**

The contractor shall make deliveries between the hours of 7:00 am and 3:00 pm, Monday through Friday, following the District Calendar.

**Delivery Location include:**

- Spartanburg High School, 2250 E Main, Spartanburg, SC 29307

All deliveries should be scheduled with the appointed District representative. All deliveries must be signed for at the point of delivery by a District employee.

Deliveries should be scheduled and orders accepted only after the Contractor has received a District Purchase Order. The District shall be invoiced after each delivery. Invoices shall be sent to the District Accounts Payable Department listed on the Purchase Order.

**Approximate Quantity:**

The District makes no guarantees that any quantities will be purchased from any contract resulting from this IFB. Any estimates or past procurement volumes referenced in this IFB are included only for the convenience of bidders and are not to be relied upon as any indication of future purchase levels.

The quantity on the Bid Sheet is the annual estimated quantity.

**Responsibility:**

1. It is understood that the Contractor is responsible for the employment, control and conduct of its employees and for any injury suffered by them in the course of their employment; and to others due to any negligent act.
2. It is understood and agreed that the Contractor will retain supervision and control of the manner in which the work is performed.
3. Bidders must complete pages 1 and 2 of this document and acknowledge any addenda and signed.
4. Bidders shall provide 5 references with 2 being a school district or similar entity.
5. Bidders must submit a completed and signed Bid Sheet and completed Business Profile Form.
6. If applicable, bidders should complete the Minority Participation Form.

**Award:**

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this bid. "Total Price" from the Bid Sheet will determine the lowest bid. The District may cancel this solicitation entirely and is under no obligation to award a contract, if the District believes it is in the best interest of the District not to do so.

The District will not be required to purchase under this bid and contract.

**Instructions to Bidders/Proposers:**

1. All pricing shall be broken down as specified on the bid/proposal sheet.
2. All proposals/bids must be clearly marked with the following information on the outside of a sealed envelope: "Contractor Name, IFB #22-23-03 SHS Softball Field Repair"
3. Bidders must include a signed page 1 and 2, Bid Sheet, Business Profile, Minority Certification Form (if applicable), and References.



Bid Proposal Sheet:  
IFB #22-23-03  
SHS Softball Field Repair

IFB #22-23-03 and Number(s) \_\_\_\_ of \_\_\_\_ Addendum/Addenda received. Proposal will be invalid without completion of this acknowledgement along with Amendments Section (pg. 2) or returned signed Addendum/Addenda/Amendments and the below pricing.

- |  |          |
|--|----------|
| 1) Drainage 6" trunk line installation                         | \$ _____ |
| 2) Three (3) 4" perforated corrugated lateral lines from trunk | \$ _____ |
| 3) Four (4) 4" 20' perforated corrugated fingers from laterals | \$ _____ |
| 4) Trunk line stone  | \$ _____ |
| 5) Warning track sod removal                                   | \$ _____ |
| 6) 1 ½ "crushed run  | \$ _____ |
| 7) 1 ½" red crushed brink                                      | \$ _____ |
| 8) Home plate Halo with Viking logo                            | \$ _____ |

**TOTAL JOB: \$ \_\_\_\_\_**

All travel, trip, mileage, labor, consulting and any and all other charges are to be included in above and will not be the responsibility of the District with the exception of the below requested hourly rate for on-call/emergency service.

Estimated calendar days to complete project after receipt of purchase order:

\_\_\_\_\_ days

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Same as page 1)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment "A"**  
**BUSINESS PROFILE**  
Spartanburg School District 7

Business Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Workers' Compensation on all employees? Yes ( ) No ( )

Year Business established: \_\_\_\_\_ Annual Sales (optional): \_\_\_\_\_

Number of employees: \_\_\_\_\_ Minority Owned Business? Yes ( ) No ( )

Insurance Company Name/Address:

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

Bank References:

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

Bonding Company Name/Address:

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

**List References Required Under This Solicitation:**

School/Company Name #1 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #2 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #3 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #4 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #5 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

## MINORITY PARTICIPATION

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

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

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

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

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

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

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

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

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

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

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