

	Fairfield County School District	Solicitation Number: <b>21-01</b>
	Invitation for Bid (IFB)	Date Issued: March 22, 2021 Procurement Officer: Sheila Pickett, CPPB Phone: (803) 635-4607 Email Address: spickett@fairfield1.org

**DESCRIPTION: INVITATION FOR BID FOR LAWN MAINTNANCE SERVICES**  
**BID DUE DATE (Opening Date/Time): April 27, 2021 at 3:00 p.m.**  
**LAST DUE FOR QUESTIONS: April 20, 2021 at 12:00 p.m.**

NUMBER OF COPIES TO BE SUBMITTED: one (1) original bid or upload to Vendor Registry

**SUBMIT OFFER TO THE FOLLOWING ADDRESS:**

<b>PHYSICAL MAILING ADDRESS:</b>	
Fairfield County School Purchasing Department 1226 US Highway By-pass South Winnsboro, SC 29180  <b>Solicitation Number and Opening Date must appear on the envelope.</b>	
CONFERENCE TYPE: <b>Non-Mandatory Pre-Bid on Wednesday, April 14, 2021 at 9:00 a.m.</b>	LOCATION: <b>Administration Building 1226 US Highway 321 By-pass South Winnsboro, SC 29180</b>
ADDENDUM(S)	<b>Any addendum(s) will be posted at the following web address:</b> <a href="http://www.fairfield1.org">www.fairfield1.org</a>
<b>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</b> <ul style="list-style-type: none"> <li>• Bound by the requirements, terms, stipulations, and terms of the solicitation.</li> <li>• Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>• Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.</li> </ul>	
<b>NAME OF OFFEROR</b>  <small>(Full legal name of business submitting the offer)</small>	<small>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Firm. The entity named as the Firm 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.</small>
<b>AUTHORIZED SIGNATURE</b>  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror.)</small>	<b>TAXPAYER IDENTIFICATION NO.</b>
<b>TITLE</b>  <small>(Business title of person signing above)</small>	<b>OFFER'S TYPE OF ENTITY: (Check one)</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)

<b>PRINTED NAME</b>  (Printed name of person signing above)	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b> (if offeror is a corporation, identify the state of incorporation.)
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<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)			
	<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>
	<b>E-mail Address</b>			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			

**ACKNOWLEDGEMENT OF ADDENDUM (S)**

Offers acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

<b>Addendum No.</b>	<b>Addendum Issue Date</b>	<b>Addendum No.</b>	<b>Addendum Issue Date</b>	<b>Addendum No.</b>	<b>Addendum Issue Date</b>

<p><b>MINORITY PARTICIPATION:</b></p> <p>Are you a SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, SC Certification # _____</p> <p>Are you a Non-SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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## GENERAL PROVISIONS

1. CONTRACTORS SUBMITTING BIDS MUST BE LICENSED AND REGISTERED AS A CONTRACTOR WITH THE STATE OF SOUTH CAROLINA FOR THE WORK BEING PERFORMED.
2. NONDISCRIMINATION CLAUSE: The company which is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, or marital status.
3. INDEMNIFICATION AND HOLD HARMLESS: The company which is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the Fairfield County School District and its elected and appointed officers, employees, servants and agents from any and all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Fairfield County School District and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement or the performance or lack of performance of those obligations on the part of the Contractor to be performed under the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to Fairfield County School District, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

4. INSURANCE: The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of South Carolina and have a minimum A. M. Best Company's Insurance Reports rating of A or A- (Excellent).

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

**BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**

Combined Single Limit	\$1,000,000
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<b>WORKERS COMPENSATION:</b>	State Statutory
Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Fairfield County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. **APPLICABLE LAW AND VENUE:** The agreement resulting from this IFB shall be construed according to the laws of the State of South Carolina. Fairfield County School District and vendors agree that the venue for any legal action under this agreement shall be the County of Fairfield, State of South Carolina.
6. **COMPLIANCE WITH THE LAW:** Vendors shall render the services to be provided pursuant to this agreement in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
7. **RIGHTS TO PERTINENT MATERIALS:** All responses, inquires, and correspondence relating to this IFB and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the bid shall become the property of Fairfield County School District after the bid submission deadline.
8. **CONFIDENTIALITY OF DOCUMENTS:** Submitted responses to the IFB shall be deemed confidential during the evaluation process. Vendor's bid will not be available for review by anyone other than the Fairfield County School District's Evaluation Team or its designated agents within the limits of Fairfield County School District's public disclosure requirements.
9. **PRE-OPENING INQUIRES/RESPONSE:** Any explanation desired by a prospective vendor regarding the meaning or interpretation of an Invitation for Bids and any attachment(s) must be requested in writing and presented to Fairfield County School District. All requests for explanation

or information must be received by **April 27, 2021**. All responses shall be in writing and shall be furnished to all prospective vendors as an addendum to the IFB. Receipt of all addendums shall be acknowledged in the bid at the time of submission of bid. No oral explanation or instruction of any kind or nature whatsoever - given before the award of a contract to a bidder - shall be binding.

10. **COMPLETION OF WORK:** The Contractor shall begin work as soon as possible after receiving a notice to proceed from Fairfield County School District. A mutually agreeable schedule shall be developed by the Contractor as soon as the contract is signed.
11. **CHANGES IN WORK:** District Right to Direct Changes – Fairfield County School District, at any time by written order, may make Changes within the general scope of the work under the Contract Documents or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior authorization from Fairfield County School District. Fairfield County School District’s right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Changes to the work depicted or described in the drawings or these specifications shall be subject to approval by the engineer.

Adjustment to Contract Price and Contract Time on Account of Changes to the Work – Adjustments to the Contract Price and time due to Changes in the work shall be determined by mutual agreement.

12. It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials. And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release Fairfield County School District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

**END OF SECTION**

## INVITATION FOR BID

Best Value Bid

FOR

BID NUMBER 21-01

LAWN MAINTENANCE SERVICES

Fairfield County School District is seeking competitive bids for Lawn Maintenance Services from qualified vendors.

Sealed bids will be accepted by the Purchasing Coordinator. Bids can be hand delivered to 1226 US Highway 321 By-pass South, Winnsboro, SC 29180 or mailed to P.O. Drawer 622 Winnsboro, SC 29180 until 3:00 P.M., EST on April 27, 2021 at which time they will be publicly open.

A non-mandatory pre-bidder's site visit is scheduled for April 14, 2021 at 9:00 A.M., starting at the District Office located at 1226 US Highway 321 By-pass South, Winnsboro, SC 29180.

Bids will not be accepted after the above date and time. Bids must be clearly marked "**Lawn Maintenance IFB 21-01.**"

Vendors shall submit one (1) original and (1) electronic copy of their bid. Fairfield County School District will not be responsible for any cost associated in preparing bids. Bids received after the cut off time will be returned unopened.

Bills shall remain firm for a period of sixty (60) calendar days. Fairfield County School District reserves the right to accept or reject any/all bids, to negotiate with all qualified bidders, or to cancel in part on its entirety this solicitation and waive any informality, which is in the best interest of the District.

Copies of the bid may be obtained from the District's website [www.fairfield1.org](http://www.fairfield1.org) or Vendor Registry. Requestors must include their company name, address, fax, and telephone number.

### Special Bid Conditions

Fairfield County Schools will be considering bids for the furnishing of all supervision, labor, material, equipment, and all other items necessary to maintain the grounds, grass, and remove grass from playgrounds for the attached schools or locations.

The scope of this work shall include the care and maintenance of all trees, shrubs, grasses, and surrounding areas, as outlined in the following specification. This work shall include, but not be limited to, services such as mowing, edging, trimming, debris, blowing off sidewalks, removal and litter removal, spraying weed killer on grasses in sidewalks, playgrounds, and parking lots.

Vendors will service the following schools:

- Fairfield Central High School/Fairfield Career & Technology Center
- Fairfield Middle School
- Fairfield Magnet School
- Fairfield Elementary School
- Kelly Miller School
- Geiger Elementary School
- McCrory Liston School
- GOA/Transportation
- The Fairfield County School District Office

Before submitting bids, each bidder shall carefully examine the requirements and specifications in order to fully inform himself/herself of all conditions, and to make his/her bid offer to carry out the work in strict accordance with these specifications and requirements.

### **Bid Evaluation**

1. This solicitation shall be a BEST VALUE bid. Award shall be made to the responsible contractor meeting the bids requirements, having the lowest cost consistent with qualifications and services needed for the performance of the work.
2. The following criteria will be used in making this determination:
  - Past Experience with similar or like services provided by the contractor – 15%
  - Possession of the required licenses – 15%
  - Proof of Insurance – 10%
  - Cost – 60%

### **Contract Term**

1. The initial term of contract shall be for one year from contract award. Contract will contain an option to extend clause for four (4) additional one-year terms.
2. The District reserves the right to increase or decrease locations as necessary to satisfy the District's needs for lawn services.
3. Prices submitted on bid offer shall remain firm for the contract period.

### **Site Visit**

1. Attendance at these site visits shall be non-mandatory for all bids to be accepted for lawn maintenance at that location.
2. Potential bidders and or designees shall sign the “on-site sign in sheet” for each location. Any and all information covered at these site meetings shall the responsibility of the potential bidder.

### Equipment Requirements

1. Any damage to include ruts in yards/playgrounds, due to working when grounds are too wet that may occur as a result of any work performed by the contractor shall immediately be corrected by the contractor. **Any damages not satisfactorily corrected by the contract shall immediately be corrected by the contractor shall be corrected by the District, either by use of the Maintenance staff or others means as deemed necessary by the District, with all charges for such damages/repairs to the contractor or either against his/her account.**
2. All equipment used on this project shall meet OSHA standards for safety and any other federal, state, or local laws and/or regulations that may pertain to this solicitation.
  - a. All noise reduction devices shall be maintained on all equipment to minimize noise during school hours.
  - b. No equipment shall be housed or left on District property unattended.
  - c. District owned or District leased equipment absolutely **shall not** be utilized in the contract.
3. Any and all licenses or permits required to operate in any locations utilized in this contract shall be the responsibility of the contractor.
4. Trash/litter (paper, bottles, cans, etc.) **shall be** the responsibility of the successful contractor to remove prior to cutting. This shall include excessive pine combs, pine needles, straw, and/or other debris.
5. District shall be responsible for debris removal after what is termed a major storm, heavy winds, or tornado. A separate line item bid will be accepted for this this work. This is an optional bid for the contractor, contractor will not be nonresponsive if not submitting bid for this work.

### Additional Requirement

1. Proof of valid SC Business License if required. Copies of additional certifications should also be submitted. ~~(Including SC Pesticide Licenses).~~

### Schedules and Sign In

Playgrounds and/or student activity areas **shall** be maintained at times when there is no threat to the safety of students or other personnel.

1. Contractor shall give 24-48-hour notice of intent to provide lawn maintenance at location.
2. The Maintenance Coordinator or designee’s telephone numbers will be provided to the successful contractor for each location.
  - All shrubbery debris shall be removed from District property by the contract; however, contractor may chip or mulch debris and around shrubbery or in planters.
  - All grass clippings/dirt along any area that needs edging **shall be** removed.
  - All extra cuts requested by the district shall have a turnaround time of three (3) calendar days. The district shall approve any deviation.
  - All fixtures located on property: flagpoles, students seating, tennis court, playground equipment, fences, power transformers, etc. **shall be** trimmed, sprayed or edged as called for in their terms of this contract.



- All paved areas shall be swept or blown clean immediately following each mowing, trimming or other maintenance operations.
- The contractor is responsible for the removal and disposal of all yard waste and debris.
- Rotary cutters, “Bush Hogging,” **shall be permitted** at the inactive locations and /or deemed practical by the District and other locations.
- Any locations that cannot be maintained with a rotary cutter and where soil sterilant/weed killer is not permitted shall be maintenance by use of string trimmers, sling blades, or other methods as necessary.
- Bidders will not have to provide a Bid Bond for this solicitation.
- Bidders will not have to provide a Performance for this solicitation.

## SPECIFICATIONS

The below specifications shall be performed for the following school:

- Fairfield Central High School/Fairfield Career & Technology Center
- Fairfield Middle School
- Fairfield Magnet School
- Fairfield Elementary School
- Kelly Miller School
- Geiger Elementary School
- McCrory Liston School
- GOA/Transportation
- The Fairfield County School District Office

### Scope of Work

- Cut grass between 2” and 2.5”
- String trim
- Edge walkways and driveways
- Blow off debris from sidewalks, driveways, and parking lots
- Remove debris prior to cutting grass
- Remove limbs, branches, etc., from locations under normal weather conditions
- Debris from natural disasters such as wind storms, hurricane, etc. that would cause heavier than normal debris to be deposited on lawns will be cleaned by District personnel
- School courtyards are a part of this contract. (~~exclude Middle School courtyard~~)
- Flowerbeds are kept clean of weeds either by hand with no damage to flowers or plants
- ~~Treat ant beds as needed.~~

### Regularity of Service

- All locations in the District shall be cut to a maximum of twenty (20) cuts per fiscal school year.
- Contractor will notify school principal or designee no less than twenty-four (24) hours in advance of lawn maintenance service.
- Contractor will be responsible for signing in at each location
- Contractor who does not sign in while on school premises will be in violation of the District’s safety policy and their contract may be terminated
- All cuts shall be at regular rate of pay. No overtime or extra charge for additional cuts shall be paid
- All locations shall be shown as a “per cut price”. All subtotals shall be based on the total number cuts indicated in section
- It will be the contractor’s responsibility to provide lawn maintenance on a yearly basis and schedule the cuts so that lawn service will be provided during the twelve (12) month period. The following schedule is recommended by the District.

January 0	February 0	March 0	April 3	May 3	June 3
July 3	August 3	September 3	October 2	November 0	December 0

Additional cuts as required based upon weather conditions and consultation between the District and contract. Contractor will provide cost of service per location per cut beyond the minimum twenty (20).

The District will award this contract to one vendor only, if any vendor feels that they are not equipped to handle this contract they should send in a NO BID. Vendors will be responsible for identifying cost per location. Fairfield County School District reserves the right to award on an all or individual locations.