## Florence School District Three INVITATION FOR BID

Solicitation Number
Date Issued
Procurement Supervisor
Phone
E-mail Address

IFB2023-004 January 31, 2023 Hope Gibson (843) 374-8652 hgibson@fsd3.org

DESCRIPTION: Florence County School District 3 located in Lake City, SC is requesting bids for grounds keeping services for all locations.

The Term "Offer" Means Your "Bid"," Qualification", "Qualifications"

SUBMIT OFFER BY (Opening Date/Time): February 28, 2023 at 1:00 p.m. NUMBER OF COPIES TO BE SUBMITTED: 1 original and 2 copies

LAST DAY TO SUBMITTED QUESTIONS: February 20, 2023 at 5 p.m. Email questions to mdriggers@fsd3.org

Offers must be submitted in a sealed package. Solicitation Number and Opening Date must appear on package exterior.

#### SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Florence School District Three Hope Gibson, Director of Finance 125 S. Blanding Street Lake City, S. C. 29560

"IFB2023-004 - Grounds Keeping Services"

CONFERENCE TYPE: Mandatory Pre-Bid Meeting LOCATION:

DATE / TIME: February 8, 2023 at 2:00 p.m.

District Administrative Office 125 S. Blanding St. Lake City, SC 29560

AWARD& This solicitation, any amendments and award, will be posted at the following web address:

AMENDMENTS https://www.florence3.k12.sc.us/departments/finance/requests for proposals/requests for proposals

You must submit a signed copy of this form with Your Offer. By submitting a bid or qualification, 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)

**AUTHORIZED SIGNATURE** 

(Person signing must 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)

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. An offer may be submitted by only One legal entity. 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 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. (See "Taxpayer Identification Number" provision)

COVER PAGE (Revision 3, 02/23/09)

## PAGE TWO (Return Page Two with your Offer)

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.) (See "Notice" clause)					
			Are	a Code	Number	Extension		Facsin	nile
			E-ma	il Address					
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)  ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)							ent)		
□ Payment Address same as Home Office Address □ Order Address same as Home Office Address □ Payment Address same as Notice Address (check only One) □ Order Address same as Notice Address (check only One)									
ACKNOWLEDGEMENT OF AMENDMENTS									
ACKNOWLEDGMENT	Amendment	Amendment			nt Amendn			Amendment	Amendment
OF AMENDMENTS  Offeror acknowledges receipt of amendment(s) by number and its date of issue.	No.	Issue Date	No.	Issue Dat	e No.	Issue Da	ate	No.	Issue Date
See "Amendments to Solicitation" Provision									
DISCOUNT FOR PROMPT PAYMENT	10 Cale	10 Calendar Days (%) 20		Calendar Days (%)		30 Calendar Days (%)		Calendar Days (%)	
See "Discount for Prompt Payment" clause									

PAGE TWO (Revision 3, 02/23/09)

\*\*\*\*End of Page Two\*\*\*\*

#### REQUEST FOR BID INSTRUCTIONS

- All qualifications must be executed and submitted in a sealed envelope. The face of the envelope shall
  contain the qualification title, the qualification number, and the date and time for the qualification closing.
  Qualifications not submitted in accordance with these instructions will be subject to rejection. Florence
  County School District Three assumes no responsibility for unmarked envelopes being considered for
  award.
- 2. All amendments to, interpretations and questions of this solicitation shall be in writing via email or fax to the Director of Finance. The school district shall only be legally bound by any amendment or interpretation that is in writing. Should a Offeror find discrepancies or ambiguities in or omissions from the qualification documents, or should he be in doubt as to their meaning, he shall at once, and in any event not later than seven (7) days prior to the qualification due date notify the Procurement Supervisor. Should an Offeror desire any explanation regarding the meaning or interpretation of the qualification documents, request should be made at least seven (7) days before the date established for submission of qualifications to the Director of Finance. Any change interpretation and or response to questions will be in the form of a written addendum to specifications and will be furnished to all Offerors via the district's website: www.florence3.k12.sc.us, at Requests for Proposals and its receipt by the Offeror shall be acknowledged on the qualification schedule. It shall be the Offeror's responsibility to make inquiry as to the addendum issued. All addendum(s) shall become a part of the qualification document, and all Offerors shall be bound by such addendum(s) whether or not received by the Offeror.
- 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 qualification. Erasures or use of typewriter correction fluid may be cause for rejections. No qualification shall be altered or amended after the specified time for opening.
- 4. Offerors are to visibly mark as "confidential" each part of their qualification that they consider to be proprietary information.

#### **CONDITIONS**

- 1. Qualifications, amendments thereto, or a withdrawal request received after the time advertised for qualification opening will be void regardless of when they were mailed.
- 2. All taxes, other than South Carolina sales tax, on any item that the school district may be required to pay must be shown separately and not included in the qualification prices.
- 3. The school district reserves the right to reject any qualification that contains prices for services that are inconsistent or unrealistic when compared to other prices in the same or other qualifications if such action would be in the best interest of the school district. Ambiguous qualifications which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded. The right is reserved to reject any qualification in which the delivery time indicated is considered sufficient to delay the operation for which the project or service is intended.
- 4. Award(s) will be made to the responsible Offeror who submits a responsive qualification which is most advantageous to the school district and meets district standards. Award(s) will be posted on the district's Website: www.florence3.k12.sc.us. at Requests for Proposals.
- 5. Offerors must, upon request of the school district, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these specifications. Officials of Florence County School District Three may make such investigations as deemed necessary to determine the ability of the Offeror to perform such work. The school district reserves the right to make the final determination as to the Offerors ability to provide the services requested herein and to reject any Offeror if evidence fails to indicate that the Offeror is qualified to carry out the requirements of the qualification documents.

- 6. Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this qualification or to the contract.
- 7. All applicable laws, regulations, ordinances, etc. shall be deemed to be part of these specifications, and the specifications shall be read and enforced as though they were included.
- 8. Upon award of a contract under this qualification, 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. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that he is authorized and/or licensed to do business in this state, by submission of this signed qualification, the Offeror agrees to subject itself to the jurisdiction and process of the courts 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, licenses, or fees levied by the State.
- 9. The successful Offeror shall indemnify and save harmless Florence County School District Three and all its agents and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright.
- 10. The successful Offeror will comply with all Federal and State requirements concerning fair employment and the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or disability.
- 11. No contract may be assigned, sublet, or transferred without the written consent of the school district.
- 12. In case of default of the contractor, the school district reserves the right to purchase the service in default in the open market, charging the contractor with any excessive cost. Should such charge be assessed, no subsequent qualifications of the defaulting contractor will be considered until the assessed charge has been satisfied.
- 13. Any contract entered into by the school district resulting from this qualification notice shall be subject to cancellation at the end of any fiscal or appropriated year if sufficient funds have not been appropriated for continuation of the contract.
- 14. The Offeror shall obtain and maintain all licenses, permits, and insurance and comply with any and all other standards or regulations required by federal, state or city ordinance, regulation or law during the performance of the contract. Contractor shall have a minimum of \$1,000,000 general liability insurance, with a certificate of insurance being issued to the district by the vendor's insurance provider upon proposal award.
- 15. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. The protest shall be submitted in writing to Hope Gibson, Director of Finance, 125 S. Blanding St., Lake City, SC 29560,, setting forth the grounds and facts applicable thereto for the protest, within 14 days after such aggrieved person knows or should have known of the facts giving rise thereto, to the superintendent. The filing of a protest shall not stay solicitation or award of a contract unless fraudulent. (Florence School District Three Procurement Policy Article 6-201).
- 16. The contract may be canceled at any time by the District in the event services prove to be unsatisfactory.

- 17. The school district reserves the right to waive any instruction, condition, or minor specification when considered to be in the best interest of the school district.
- 18. Iran Divestment Act: By submission of this bid, each offeror and each person signing on behalf of any Offeror certifies, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to Section 11-57-310.

#### **QUALIFICATION TERMS**

#### **Qualification Authorization and Acceptance**

Qualifications must be submitted in accordance with the requirements of this request. The qualification must be signed by an official authorized to bind the offer and must contain a statement to the effect that the qualification is firm for the period of at least 90 days from the deadline to receive qualifications. Once the awarded, prices are remain firm for period of the contract. The District reserves the right to accept or reject any or all qualifications received as a result of this request and to negotiate with qualified firms. Qualifications will not be accepted after the specified deadline.

#### **Confidentiality**

Qualifications and related documents received as a result of this solicitation will not be made available by Florence County School District Three to any person, agency or organization not associated with the selection committee until after an award has been made. However, commercial and/or financial information which is confidential or privileged included in qualifications will not be disclosed if such information has been identified by the firm as confidential in an easily recognized way. All firms who wish to have selected information in their qualifications remain confidential must visibly mark as "Confidential" each part of the qualification they consider to contain proprietary information.

#### Preparation of the Qualification

All qualifications should be complete and must convey all of the information requested by the district. If significant errors are found in the firm's qualification, or if a firm's qualification fails to conform to the requirements of this solicitation, the district may elect to reject the qualification.

#### **Oral Presentation**

The district may determine that the outcome of the evaluation process indicates that two or more of the qualifications are relatively equal. The district may request an oral presentation by the Offerors of these qualifications. Such presentations provide an opportunity for the firms to clarify their qualifications and to insure that a thorough mutual understanding exists between the firm(s) and the district. The procurement supervisor will schedule the time and location for these presentations.

#### **Contract Administration**

Questions or problems arising after award of this contract shall be directed to the Hope Gibson, Director of Finance, 125 S. Blanding St., Lake City, SC 29560.

#### **Default**

In case of default by the firm, Florence County School District Three reserves the right to purchase services in default in the open market, charging the firm with any additional costs. The defaulting firm shall not be considered a responsible firm until the assessed charge has been satisfied.

#### Award

It is the intention of the district to award a contract to the Offeror whose qualification is most responsive to the district's needs while within the available resources and the best interest of the district.

The decision of the district is final, and the district shall not be required to furnish any statement or reasons for disqualification of any qualification or why a qualification was not chosen.

#### **Contract Term/Option to Extend:**

The initial contract will be for a period of three (3) years. The district reserves the right to extend the contract for two (2) additional years if agreeable with both parties. Prices under this contract are fixed for the first year contract period. The contracted vendor may request a price increase that may be considered for the next year period. If the increase request is deemed exorbitant, the district may cancel the contract and solicit goods and or services on the open market. All price increase requests must be submitted ninety (90) days prior to the anniversary date of the contract. The price increase may be negotiated within a fair and reasonable market price range.

#### **Non-Appropriation**

Any contract entered into by Florence County School District Three or its departments, institutions, agencies, political subdivisions or other entities resulting from this request for qualification 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.

#### **Termination**

Subject to the conditions below, the contract may be terminated for any reason by the district providing a thirty-day advance notice in writing is given to the firm.

#### **Termination 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.

#### **Termination for Cause**

Termination by the district for cause, default, or negligence on the part of the contract shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and default clause in this qualification shall apply.

#### Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the district's Purchasing Department.

#### **Item Substitution**

No substitutes will be allowed on purchase orders issued by the district without permission from the district's Purchasing Department.

#### **Payment**

Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice.

#### **Questioning Related to this IFB**

Questions for the purpose of clarifying any part of this IFB must be delivered or emailed to: Florence County School District Three, ATTN: Mitch Driggers, Assistant Director of Maintenance and Facilities, 125 S. Blanding St., Lake City, SC 29560. Fax number: (843) 374-2946. E-mail: <a href="mailto:mdriggers@fs3.org">mdriggers@fs3.org</a>.

Offerors shall not contact any employee of the District for additional information relating to IFB.

The deadline date for receiving Offeror's inquiries will be no later than 5:00 p.m. on February 20, 2023. Questions will be responded to in the form an Addendum to the IFB and posted to the district website: <a href="https://www.florence3.k12.sc.us">www.florence3.k12.sc.us</a>, at <a href="https://www.florence3.k12.sc.us">Requests for Proposals</a>.

Proposal Submission Dateline will be no later than 1:00 p.m. on February 28, 2023.

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of proposal delivery.

#### SCOPE OF WORK/NATURE OF SERVICES REQUIRED

The successful Vendor shall be responsible for all of the District's grounds keeping needs, including "weed eating" or trimming around fences and perimeters of buildings every two weeks; herbicide applications for weed control twice per year; maintenance of flowers beds to include trimming bushes four times per year and placing pine straw once per year; and trimming to a height of seven feet in the fall.

During the typical grass-cutting season, the grass shall be cut at least once per week to maintain the District's standards. (Historically, the District's grass cutting season begins in March 1 and ends in early November 1 depending upon the weather.)

During periods when the grass is not growing (drought, cold weather, etc.) weekly cutting may not be required so long as the grounds appearance is maintained. This decision shall be made jointly with the Vendor and the District's Representative.

During periods of heavy rainfall & optimum growing seasons some schools may require grass cutting more often. These areas are typically the District Office and the "front yards" of specific Schools (Examples – Main St. Elementary, Lake City High School, and JC Lynch Elementary School). The District's Representative shall make that notification/decision.

During periods of heavy rainfall or wet conditions, grass cutting may be delayed. As soon as conditions allow, the Vendor shall be responsible for cutting the grass as quickly as possible in order to resume the normal grass-cutting schedule.

During the cold weather/dormant season, periodic cutting of "winter weeds or annual winter grasses" may be required. *Vendors should include an option in their bids for herbicide treatment for winter weed control.* 

Special Events shall require the cutting of the grass in the areas specific to the event just prior to the event. Examples include May graduation at Lake City High School, Homecoming Football Game, Open Houses at Schools, School Board Meetings, etc. Historically a simple adjustment in the grass-cutting schedule meets these needs.

Storm cleanup (trees, limbs, etc.) will be allowed in this contract, but the vendor shall submit a labor, materials and equipment price listed as specified for approval before proceeding with the work. The district reserves the right to obtain prices from other vendors.

#### **List of Schools & Campuses**

District property includes:

- District Administrative Offices 125 S. Blanding St Lake City, SC 29560
- Main St. Elementary School 318 E. Main St., Lake City, SC 29560
- Life Long Learning Center 209 Graham Rd., Lake City, SC 29560
- Ronald E. McNair Jr. High 311 Carver St., Lake City, SC 29560
- J Paul Truluck Creative Arts & Science Magnet School (includes the grounds around the outside of Ward Memorial Stadium) 319 Carlisle St., Lake City, SC 29560
- Lake City High School/Career Center 652 N. Matthews Rd., Lake City, SC 29560
- Lake City Early Childhood Center (includes the interior courtyard area of the school) 906 N. Matthews Rd., Lake City, SC 29560
- Scranton Elementary Includes a grassed lot across the Street (Camp Branch Road) 1649 US Highway 52, Scranton, SC 29591
- JC Lynch Elementary 124 Hicks Rd., Coward, SC 29530
- Olanta Creative Arts & Science Magnet School 312 N. Jones Rd., Olanta, SC 29114

#### **Mowing Equipment:**

Each vendor shall provide a list of the commercial mowing equipment to be used for these services if selected. Note that no specific manufacturers, brands, or models are required. This requirement shall be used to verify that the Vendor will be using sufficiently sized equipment that is capable of meeting the grass cutting requirements.

#### **Work Schedule:**

The District's grounds shall be made available for work during the normal school day <u>as long as normal school & administrative operations are not disrupted.</u> The Grounds shall not be available during times of testing or special events. The successful Vendor shall obtain a testing schedule from the District's representative &/or check with each school's principal / building manager. After hours and weekend, access shall be allowed.

#### **Contract Time / Extension / Cancellation / Renewal:**

The initial term shall be for a three-year period with an option to renew for two additional years. The contract may be cancelled due to performance issues. (Refer to the section regarding performance.)

<u>The initial contract term shall be from March 1, 2023 – February 28, 2026 with the first invoice due March 31, 2023.</u>

#### **EVALUATION/AWARD CRITERIA**

Florence County School District Three intends to award a contract resulting from this Request for Qualifications to the responsive and responsible offeror whose qualification is determined to be the most advantageous to the District, taking into consideration evaluation factors set forth herein. However, the right is respectfully reserved to reject any and all qualifications. The District shall be the sole judge of whether or not a qualification meets the requirements of this solicitation.

During the review process, the district shall have the right to request from the Offerors any other information or evidence it deems necessary for evaluation of the qualification and relevant to any one or more of the aforementioned evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the qualification.

# Grounds Keeping Services - Submittal Form Submittal Date: February, 2023 at 1:00 p.m.

Item #	Description	Qty.	Unit of Issue	<b>Monthly Price</b>	Total Contract Price
1	District Administrative Offices	12	МО	\$	\$
2	Main Street Elementary School	12	МО	\$	\$
3	Life Long Learning Center	12	МО	\$	\$
4	Ronald E. McNair Junior High	12	MO	\$	\$
5	J Paul Truluck Magnet School	12	MO	\$	\$
6	Lake City High School/Career Center	12	MO	\$	\$
7	Lake City Early Childhood Center	12	МО	\$	\$
8	Scranton Elementary School	12	MO	\$	\$
9	J C Lynch Elementary School	12	MO	\$	\$
10	Olanta Magnet School	12	MO	\$	\$
	\$				
Company Name:  Authorized Signature					
Email Address:					

### **EVALUATION RUBRIC**

Evaluator's Name:		
Date of Evaluation:		
Offeror's Name:		

Category	Maximum Score	Assigned Score
<ul><li>Qualifications of Applicant</li><li>Qualifications of Applicant</li></ul>	30 points	
<ul> <li>Past Performance</li> <li>Similar or Like Projects</li> <li>Past Experience with FSD3</li> <li>Ability to Perform Large Scale Landscape Services</li> </ul>	30 points	
Proximity to District	5 points	
<u>Price</u>	35 points	
Totals	100 points	

### **Comments:**