

	<b>Florence School District Three</b>  <b>INVITATION FOR BID</b>	<b>Solicitation Number</b>	IFB2023-021
		<b>Date Issued</b>	September 5, 2023
		<b>Procurement Supervisor</b>	Hope Gibson
		<b>Phone</b>	(843) 374-8652
		<b>E-mail Address</b>	hgibson@fsd3.org

DESCRIPTION: Florence County School District 3 is accepting sealed bids for removal and disposal of rubber playground mulch. Playground border to be supplied and installed. Then IPEMA certified mulch delivered and installed (blown-in method required) on-site. The school is located at 124 Hicks rd, Coward SC 29530.

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

SUBMIT OFFER BY (Opening Date/Time): September 21, 2023 **at 12 p.m.**

NUMBER OF COPIES TO BE SUBMITTED: 1 original and 2 copies

**LAST DAY TO SUBMITTED QUESTIONS:** September 19, 2023 **at 5 p.m.**

**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**

**"IFB2023-021 Playground Mulch"**

<b>CONFERENCE TYPE</b> <b>DATE / TIME</b> As appropriate, see "Conference – Pre-Bid/Qualification" & "Site Visit" provisions <b>Mandatory site visit to be scheduled with Mitch Driggers (<a href="mailto:mdridders@fsd3.org">mdridders@fsd3.org</a> or 843-373-9974 by September 18, 2023</b>	<b>LOCATION:</b> J.C. Lynch Elementary 124 Hicks Rd. Coward SC 29530
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<b>AWARD&amp; AMENDMENTS</b>	This solicitation, any amendments and award, will be posted at the following web address: <a href="https://www.florence3.k12.sc.us/departments/finance/requests_for_proposals/requests_for_proposals">https://www.florence3.k12.sc.us/departments/finance/requests_for_proposals/requests_for_proposals</a>
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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

<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)	<b>OFFEROR TYPE:</b> (Check One)  <input type="checkbox"/> Small <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____  (See provision entitled "Signing Your Offer")
<b>AUTHORIZED SIGNATURE</b> <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)</small>	
<b>TITLE</b> (Business Title of person signing above)	
<b>PRINTED NAME</b> (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.

<b>STATE OF INCORPORATION</b>	(If Offeror is a corporation, identify the state of Incorporation.)
<b>TAXPAYER IDENTIFICATION NO.</b>	(See "Taxpayer Identification Number" provision)

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**(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)			
	Area Code	Number	Extension	Facsimile
	E-mail 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)
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<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order 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 Notice Address (check only One)

<b>ACKNOWLEDGEMENT OF AMENDMENTS</b>								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue.								
See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
See "Discount for Prompt Payment" clause				

## REQUEST FOR BID INSTRUCTIONS

1. 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](http://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](http://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.

**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. E-mail: [mdriggers@fsd3.org](mailto:mdriggers@fsd3.org).

Offerors shall not contact any other employee of the District except for the contact for person for questions listed in this IFB for additional information relating to the IFB.

**The deadline date for receiving Offeror's inquiries will be no later than 5:00 p.m. on September 19, 2023. Questions will be responded to in the form an Addendum to the IFB and posted to the district website: [www.florence3.k12.sc.us](http://www.florence3.k12.sc.us), at [Requests for Proposals](#).**

**Proposal Submission Dateline will be no later than 12:00 p.m. on September 21, 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**

Florence County School District 3 in Lake City, SC is accepting sealed bids for 200 cubic yards of IPEMA certified mulch delivered and installed on-site. The school is located at 124 Hicks Rd, Coward, SC 29530

**MULCH REMOVAL:**

- Rubber mulch will be removed by large equipment as necessary
- Any areas not accessible by machine will have to be hand removed
- Pricing includes removal and recycling(preferred) or landfill if necessary

**BORDER INSTALLATION:**

- Border shall be of sufficient construction to retain required mulch
- Border specs to be sent in with submittal for acceptance

**MULCH SPECIFICATIONS:**

- Mulch – IPEMA certified
- Amounts to be determined by vendor
- Color – to be selected if available
- Installation – blown-in method is required

**SUBMITTALS MUST INCLUDE:**

- Experience working with School Districts and Commercial playground mulch installations
- Methods used for installation of mulch
- Color chart if applicable
- IPEMA certification
- Insurance liability certificates
- Number of weeks for delivery once an order is placed
- Total job price for mulch removal hauling, and disposal costs, plus new mulch with delivery and installation.
- Prices are to be posted on an itemized company invoice
- One original and two copies of bid docs included in submittal

**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 provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the qualification.