

Marion County School District Purchasing Department 719 North Main Street Marion, SC 29571 Phone: 843.423.1811

Request for Quotation THIS IS NOT AN ORDER

Quotation must be received No Later Than: 11:00 AM	Send quotation to above address Attention of:		Quotation Number:	Date		
09 12 2018	Al Blake		MCSD-RFQ-2019.Grounds-A7	09	05	2018
Print company n	ame and address:	Pleas Depa all te	se quote your lowest delivered of the artment reserves the right SCBO we exchange on the SCBO we have been used on the SCBO we have been used on the signed on the signed by the vertices must be signed by the vertices must be signed by the vertices arts to comply with this indisqualification of the quote.	icate by NO endor's repr	s and to wa QUOTE. esentative	

Federal I.D. or Social Security No. ______ SC Minority Certification Number (If Applicable) ______

Submitted By (Print Name) ______ Signature ______ Signature ______ Telephone ______

ltem No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
		AWARD WILL BE MADE TO ONE VENDOR		
		Point of Contact: Al Blake/843.423.1811x1032		
		Email: ablake@marion.k12.sc.us		
		Location: See BID SCHEDULE		

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, the Marion County 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.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the Marion County School District or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with the Marion County School District Fiscal Management Policy Section DK. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The School District reserves the right to withhold payment or make such deductions as may be necessary to protect the School District from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The Marion County School District shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Marion County School District Procurement Code Policy DJ-R.

The School District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the School District reserves the right to reject any quotation in which the delivery tine indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor assumes sole responsibility and shall hold harmless the Marion County School District, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The Marion County School District agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the Marion County School District, its members, directors, officers, employees and agents under this agreement. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this singed quote, the quoter agrees to subject itself 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.

Termination: Subject to the provisions below, the contractor may be terminated for any reason by the School District providing a thirtyday advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the School District may negotiate reasonable termination costs, if applicable.

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 provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

Each Bidder shall maintain current certificates of insurance with the school district's business office for Workers Compensation, Comprehensive General Liability and Comprehensive Automobile. Minimum amount shall be \$1,000,000.00 in liability and property damage.

No employees with felony convictions or on the South Carolina sex offender's registry are to perform work on school district properties. A background check will be performed. As with all employees of contractors on school property, a background check will be performed. If a question arises for any employee of the successful bidder, that employee may be required to undergo a fingerprint check and driver's license check at the expense of the bidder.

The Marion County School District requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT – Please Note

Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Bidder will provide a minimum of 3 references from those for whom they have done comparable work within the last 3 years. Please include this information with your quote.

BID SCHEDULE MCSD-RFQ-2019.Grounds-A7

I. Ground Care Specifications

The following minimum specifications must be followed in regards to maintaining The District's grounds:

A. Bidding for ground care includes the following locations:

- 1. Creek Bridge High/Middle, 6641 S. Highway 41-A, Marion
- 2. Britton's Neck Elementary, 223 Gresham Road, Gresham
- 3. Rains Centenary School, 3549 S. Hwy 501, Marion
- 4. Old Britton's Neck School, 6882 Hwy 908, Gresham
- 5. Rains Community Center, 4904 South Hwy 41, Marion

B. This includes the maintenance of our athletic fields. It also excludes fertilize application and seeding. Services are expected to begin between February and October, depending on weather.

C. All lawn/turf areas will be mowed and maintained to approximately 3 inches, depending on weather conditions.

D. String trimming/weed whipping of all areas around buildings, fencing, signs, trees, mailboxes, light poles, parking lots, playgrounds, and other landscapes items shall be done weekly. School district staff will apply chemical weed control to these fence areas, under bleachers to minimize need to trim.

E. Edging of selected sidewalks should be done 2-3 times during the contracted season. Primarily these are walkways leading up to the buildings.

F. Light pruning and trimming of shrubbery and small trees will be needed 2 times per year.

G. Spring and fall cleanup of lawn and shrub beds. This includes but is not limited to leaves, sticks, branches and trash. An application of pine straw in current planting beds expected twice annually.

H. Trash and debris will be picked up prior to mowing, not mowed through or over.

I. All work is to be performed in a safe manner to ensure that the risk of injury to people or damage to property can be avoided. Equipment will be operated at safe speeds and proper work attire will be required at all times.

J. All work can be performed during normal day time hours providing that the use of power equipment is discontinued when and if children become present in the immediate area that the work is being done. Work can be performed during evenings and weekend hours providing the same safety precautions listed above are followed.

K. Additionally, safety rules will be discussed with the Grounds Supervisor at the beginning and end of each season.

L. Yard/lawn debris and trash generated from school district properties will be disposed of on site as directed by the grounds supervisor.

M. Each bidder will replace or repair anything damaged as a result of grounds care practices. This includes but is not limited to damages to turf, shrubbery, trees, benches, curbs, fences, and buildings. All repairs must meet the approval of The District's Buildings and Grounds Supervisor and must be completed within 14 days of the notification by the District that repairs are needed.

N. Each Bidder shall maintain current certificates of insurance with the school district's business office for Workers Compensation, Comprehensive General Liability and Comprehensive Automobile. Minimum amount shall be \$1,000,000.00 in liability and property damage.

O. Service concerns will be addressed between the successful bidder and the Director of Operations in a prompt and timely fashion. The successful bidder will provide name and contact number for its primary representative. Failure to come to resolution may result in termination of the contract, with a minimum of two weeks written notice by e-mail between the two parties identified.

P. Attached forms must be filled out completely.

Q. Bids must be firm and guaranteed for the **2018-2019** contract season.

R. All Marion County School District Policies, City, County, and State rules and regulations are to be followed by employees while working on school district properties.

S. No employees with felony convictions or on the South Carolina sex offender's registry are to perform work on school district properties. A school level background check will be performed. As with all employees of contractors on school property, a school level background check will be performed. If a question arises for any employee of the successful bidder, that employee may be required to undergo a fingerprint check and driver's license check at the expense of the bidder.

T. Bidder will provide a minimum of 3 references from those for whom they have done comparable work within the last 3 years.

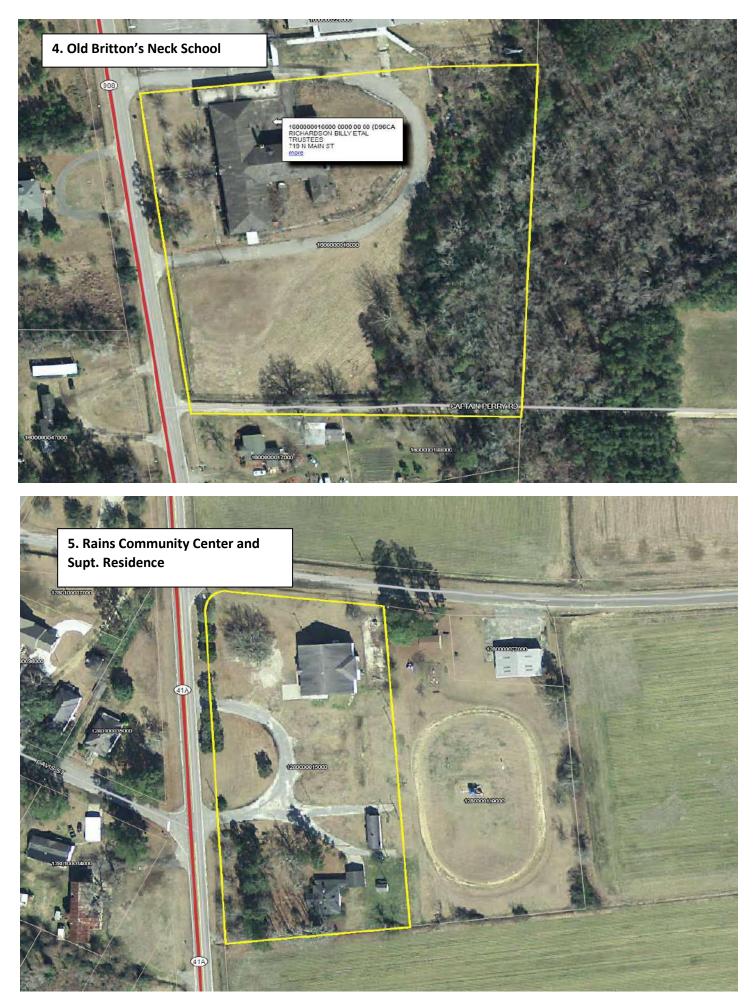
U. INVOICE AND PAYMENT: Contractor will invoice the district monthly over the months of March through October of each contract year. Every invoice must list the dates of completed work and services performed. In the event that there is a question or concern regarding an invoice, notice shall be provided to the company within 10 calendar days following the receipt of the invoice. The company may then respond within 10 days of the notice. Invoices will be paid within 20 calendar days of receipt. The final contracted invoice will be held until all needed repairs to district property, if any are needed, have been completed to the satisfaction of the District.

V. Contractor may be asked to provide additional services in the event of a severe storm at the hourly rate.

- 1. Creek Bridge High/Middle and Athletic Fields, 6641 S. Highway 41-A, Marion 1.1.Maintained Acres: 44.20; Building Sq. Ft.: 94,032
- Britton's Neck Elementary, 223 Gresham Road, Gresham
 2.1.Maintained Acres: 6.65; Buildings Sq. Ft.: 51,912
 2.2.Maintained Ball Field Acres: 2.79
 - 2.3. Maintained Basketball Court Acres: 0.76
- 3. Rains Centenary Elementary, 3549 S. Highway 501, Marion 3.1. Maintained Acres: 7.71; Buildings Sq. Ft.: 38,069
- 4. Old Britton's Neck School, 6882 Hwy 908, Gresham 4.1. Maintained Acres: 5.59; Buildings Sq. Ft.: 20,622
- 5. **Rains Community Center and Residence**, 4904 South Hwy 41, Marion 5.1.Maintained Acres: 2.92; Buildings Sq. Ft.: 8,173







II. GENERAL CONDITIONS

Required Attachments

- A. Please provide the following:
 - 1. Bid, with quotes
 - 2. Insurance copies, as required
 - 3. Terms and Conditions (see item D)
- **B.** An original copy of the completed bid must be submitted in an envelope clearly marked on the outside with the words, "**MCSD-RFQ-2019.Grounds-A7**".
- **C.** To receive consideration, bids must be received prior to the time designated in this invitation, and none will be accepted afterward. Bids shall not be accepted by fax.
- **D.** Bids must be signed by an officer or member of the bidding company who is authorized to legally bind the company.
- **E.** Any changes made to the bid (erasures, strikeouts, white-outs, etc.) must be clearly identified as part of the terms and conditions.
- **F.** The Board of Education reserves the right to waive defects and informalities in proposals, to reject any and all proposals. In the case of a tie for the low bid, a decision will be made based on legal guidelines and best practices.
- **G.** It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any person, party or parties by, or for, any of the acts of the contractor, his servants, employees or agents.
- **H.** Signature on this document by an officer or member of the bidding company who is authorized to legally bind the company indicates they have read and agree to the conditions of the RFP or have noted any changes in the terms and conditions they have included in the proposal. This contract may not be sold or assigned to any other agency or person without prior written consent of Marion County School District.
- I. Once, awarded, this agreement may be canceled by either party with a 30 day written notice.

Signature:	Date:	
Printed Name and Title:		
Company Name:		
Company Address:		
Phone:		
Email Address:		