

COUNTY OF NEWBERRY
Purchasing Department, Post Office Box 156, Newberry, SC 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

INVITATION FOR BIDS

BID NUMBER: 2024-5

DATE: June 17, 2024

OPENING DATE AND TIME:

July 9, 2024 @ 3:00 p.m.

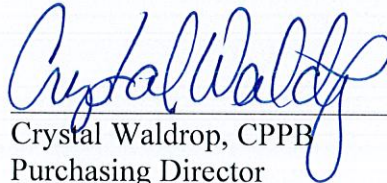
SUBMITTAL ADDRESS:

Newberry County Court House Annex
County Administrator's Office, Procurement
Post Office Box 156 (US Postal Service)
1309 College Street, Newberry SC 29108
(Hand Delivered)

PROCUREMENT FOR: Landscaping-maintenance services for County locations

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for the delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRIES TO:



Crystal Waldrop, CPPB
Purchasing Director
Post Office Box 156
Newberry SC 29108

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Director of the County. Newberry County shall not be legally bound by an amendment or interpretation that is not in writing.

BIDDERS SCHEDULE

BID NUMBER: 2024-5

DATE: June 17, 2024

OPENING DATE AND TIME:

July 9, 2024 @ 3:00 p.m.

NON-MANDATORY PRE-BID MEETING: June 27, 2024 @ 10:00 a.m.
(Location of opening)

OPENING LOCATION: Newberry County Court House Annex
Conference Room 1309 College Street
Newberry, SC 29108

PROCUREMENT: Landscaping maintenance for County locations

All Areas Base Bid:

Year one: August 1, 2024 to June 30, 2025: _____

Year two and Year three (annual increments): _____

Alternate Pricing:

Mid-Carolina Commerce Park: _____
Daeyoung Plant, Hwy 773: _____
(MCCP)

*By signing below, the signer has the authority to enter into an agreement with Newberry County and will be responsible for the fulfillment of the services stated in this solicitation.

BIDDER: _____ **SIGNATURE:** _____

Address: _____

Phone & Email: _____

FEIN: _____

Contractor's SC License #: _____

Acknowledge Addendum #1: _____

Acknowledge Addendum #2: _____

Acknowledge Addendum #3: _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE BID OPENING.

3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.

4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein. Bidder determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the purchasing director within ten (10) calendar days of the notification of intent to award or statement of award.
11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation 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. **HOLD HARMLESS AND INSURANCE:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. **In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured on the policy; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law.** Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a 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 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 schedule.

6. **PUBLIC RELEASE:** 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 User.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, 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 with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, 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.
9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair 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.
11. **DELIVERIES:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
12. **APPROPRIATE S.C. SALES TAXES, FEES AND PERMITS** shall be included in the Contractor's base bid for all materials. All fees, including permits and any removal or disposal of construction debris shall be included in the contractor's bid.
13. **PAYMENT TERMS:** Payments will be made in equal monthly increments when billed accordingly.
14. **BID BOND:** For each bid in excess of \$25,000.00 each bidder will submit with their bid a bond in the amount of 5% of the total price of the bid submitted. The bid bonds will be returned to the unsuccessful bidders once the county accepts the lowest most responsive bid. If the most responsive bidder fails to perform the responsibility of the

bid within 10 days of the award, then the bid bond will be forfeited to the county as liquidated damages and the next lowest bidder will be awarded the bid. Bid bonds may be in the form of a surety, a cashier's check or an unconditional letter of credit in favor of Newberry County issued by a commercial bank in South Carolina.

15. **PERFORMANCE AND PAYMENT BONDS:** The chosen vendor will be required to submit to the County both a performance bond and payment bond in the amount of 100% of the contract price before commencing with the work. **Both bonds will be issued from a surety company with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability.**

16. **Compliance with The South Carolina Illegal Immigration Act:** By submitting an offer, Bidder 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 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 Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. 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". Bidder 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-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

General Description:

The County of Newberry is soliciting sealed bids for the landscaping maintenance services at various locations throughout the County. Locations are listed with each area and County TMS numbers are included herein as Exhibit 1.

Scope of Work:

The various locations will be broken down into different areas and are compiled into one base bid. Each area will have different frequencies of service. Some of the locations will have more than one parcel that will need to be serviced.

Downtown Newberry City Limits Offices

The following work will be performed at each location inside Newberry City limits on a weekly basis, or more frequently, if needed.

- Perform grass mowing for the building lawns and listed grass areas
- Trim shrubbery, remove weeds and vegetation from landscape areas and on the building as required to maintain a neat appearance
- Edge sidewalks and curb areas
- Blow off sidewalks, entrance areas, and parking lots

The following will be performed as needed.

- Adjust irrigation timers as needed for weather conditions
- Plant rye grass or other seasonal grass for proper lawn appearance
- Mulch and straw planting areas
- Treat fire ant mounds as needed
- Apply herbicides, pesticides and fertilizer, as needed (contractor to supply all chemicals)

Locations:

Each area is in Newberry, unless otherwise noted

County Courthouse, 1226 College Street, Newberry

- Magistrate's Offices, 833 Main Street
- AG Building, 1512 Martin Street
- County Courthouse Annex, 1309 College Street
- Newberry County Library, 1100 Friend Street
- Auditor/Treasurer Building, 1400 Martin Street
- Service station, parking lot, triangle on Harrington St, & hill across from Courthouse, 1302 College Street
- Newberry Square, 1840 Wilson Road
- Friendly Fire Dept., 919 Harrington Street
- Newberry County Sheriff's Office, 540 Wilson Road
- DHEC/DSS, 2155 Wilson Road
- Market Basket & Jacobs Properties, 1107 Harrington Street, 1327 Caldwell Street

Hwy 219/Newberry Industrial Park

The I-26 Interchange, exit 76, Newberry Industrial Park on Hwy 219, also considered Main Street, will be considered area 2. There are four quadrants at the interchange to be included in this contract, and all the scope of work is to be included in all four quadrants.

Applies to all four quadrants and locations:

The following shall be included, at a minimum, in the base bid for this area:

- Mow grass every week from April to October, or as needed; every two weeks from November to March, or as needed
- Spray pre-emergent in all lawn areas in September and March. Fertilizer shall be applied in April
- Treat fire ant mounds as needed
- Spray herbicide to prevent weeds in beds and in between the asphalt drive and concrete curbs (contractor to supply all chemicals)
- Trim bushes, shrubs and trees, as needed
- Litter control to be on the same schedule as mowing
- Blow grass clippings after each mowing

I-26 Interchange Quadrants

- Replace mulch once per year, provided by the County to the location
- Litter control shall be done on a weekly basis, and, as needed

Newberry Industrial Park, Hwy 219

- Cut trees to maintain visibility of the park signs
- Replace mulch once per year, provided by the County to the location

Mid-Carolina Commerce Park

- Overseed lawn area with rye grass seed in September
- Cutting will be on both sides of the entrance
- Approximately 1260 feet

Fire Departments and Rescue Squads

The following work will be performed at each Rescue Squad/Fire Department location at a minimum of bi-weekly basis:

- Perform grass mowing for the building lawns and grass areas
- Remove weeds and vegetation from landscape areas and buildings as required to maintain a neat appearance
- Edge sidewalks and curb areas
- Blow off sidewalks, entrance areas and parking lots
- Treat fire ant mounds, as needed
- Apply herbicides, pesticides and fertilizer, as needed (contractor to supply all chemicals)

Locations:

- Prosperity Fire and Rescue, 118 McNeary Street, Prosperity
- Stoney Hill Substation, 88 Harmon's Quarter Road, Prosperity
- Indian Creek, 19324 US 176, Newberry
- Leitzsey Substation, 1163 Leitzsey Road, Pomaria
- Peak Substation, 56 Rivers Street, Peak
- Consolidated Fire, 3464 SC Hwy 34, Pomaria
- Maybinton Substation, 296 Tyger River Road, Whitmire
- Little Mountain Helicopter Pad, 219 Boundary Street, Little Mountain
- Silverstreet Fire, 1233 Main Street, Silverstreet
- Bush River Fire, 5627 Bush River Road, Newberry
- Counts Substation, 2970 Jalapa Road, Kinards
- Belfast Substation, 10032 Belfast Road, Kinards
- Fairview Fire, 149 Seibert Road, Prosperity
- O'Neal Substation, 1350 Ira Kinard Road, Prosperity
- Chappell's Fire and Rescue, 3218 SC 39 Chappells
- St. Phillips Fire, 166 Mud Creek Road, Prosperity
- Newberry Rescue, 2327 Adelaide Street, Newberry
- Whitmire Rescue, 26350 US Highway 121, Whitmire
- Public Safety Training Grounds, 2301 Adelaide Street, Newberry (old fairgrounds)

Alternate Pricing for Mid-Carolina Commerce Park

Alternate pricing shall include mowing every two weeks on both sides of the roadway extension from the first road to the right, to the end of the extension, approximately 925', and the extension that turns to the left, approximately 1950'.

Alternate Pricing for Daeyoung Plant, Hwy, 773

Maintenance shall be from Hwy 773 to the end of the pavement, at the entrance of the plant, approximately 300' on both sides of the entrance and center island.

REQUIREMENTS

- Each contractor shall follow all of the South Carolina Department of Transportation's rules and regulations for performing work on the roadways.
- All licensing shall be provided with the bidder's response, to include proper license to administer pesticides, business licenses, and any other related requirement to perform these services.
- It is a requirement for all vendors to be covered under worker's compensation insurance, which must be provided, regardless of the number of employees. If the insurance cannot be presented at the time of award, the next responsible bidder will be contacted.
- It is the intent to enter into an initial three-year agreement with the chosen vendor, with the option to renew for two consecutive, one-year terms.
- The first year of this contract will begin on August 1, 2024 on June 30, 2025. Subsequent years will begin on July 1st and end on June 30th of each year to coincide with the County's fiscal calendar.

Exhibit 1

Facility	Location of Property	TMS #	
DOWNTOWN PROPERTIES			
Courthouse	1226 College Street, Newberry	343-5-4-11	
Magistrate's Office/Central Court	833 Main Street, Newberry	343-4-25-23	
Ag-Building	1512 Martin Street Newberry	343-5-5-21	
Courthouse Annex	1309 Colleg Street	343-2-14-1	
Newberry County Library	1100 Friend Street	343-5-15-1	
Treasurer/Auditor Building	1400 Martin Street, Newberry	343-5-5-18	
Service Station/Parking Lot/ Triangel, Hill adjacent to Courthouse	1302 College Street, Newberry	343-2-15-2	343-2-15-1
Newberry Square/PTC location	1840 Wilson Road, Newberry	342-37	342-2
Friendly Fire Department	919 Harrington Street, Newberry	343-2-8-10	
Newberry Co. Sheriff's Office	540 Wilson Road, Newberry	399-123 (outside perimeter fence)	
DHEC/DSS Campus	2115 Wilson Road, Newberry	340-1-62	
Market Basket/Jacobs Properties	1107 Harrington Street/1327 Caldwell Street	343-2-11-2	343-2-11-6
RESCUE SQUADS/FIRE DEPARTMENTS			
Prosperity Fire and Rescue	118 McNeary Street, Prosperity	462-1-6-34	
Stoney Hill Substation	88 Harmon's Quarter Road, Prosperity	415-50	
Indian Creek	19324 US 176, Newberry	382-17	
Leitzsey Substation	1163 Leitzsey Road, Pomaria	684-26	
Peak Substation	56 Rivers Street, Peak	752-1-3-7	752-1-3-6
Consolidated Fire	3464 SC Hwy 34, Pomaria	615-10	615-8
Maybinton Substation	296 Tyger River Road, Whitmire	546-27	
Little Mountain Helicopter Pad	219 N. Boundary Street, Little Mountain	697-1-4-26/1	

Exhibit 1

Silverstreet Fire Department	1233 Main Street, Silverstreet	194-1-6-2
Bush River Fire Department	5627 Bush River Road, Newberry	178-8
Counts Substation	2970 Jalapa Road, Kinards	220-2
Belfast Substation	10032 Belfast Road, Kinards	101-8
Fairview Fire Department	149 Seibert Road, Prosperity	588-13
O'Neal Substation	1350 Ira Kinard Road, Prosperity	476-31
Chappell's Fire and Rescue	3218 SC 39 Chappells	23-9
St. Phillips Fire	166 Mud Creek Road, Prosperity	508-38 508-23 508-24
Newberry Rescue	2327 Adelaide Street, Newberry	399-39
Whitmire Rescue	26350 US Highway 121, Whitmire	314-22
Public Safety Training Grounds (fairground)	2301 Adelaide Street, Newberry	399-39
INDUSTRIAL PARKS/INTERCHANGE		
I-26 Interchange/Main Street Corridor	East/West Bound Interchange Exit 76	
Mid-Carolina Commerce Park	SC Highway 773	