



## ***PROCUREMENT DEPARTMENT***

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**Teria G. Sheffield**  
**Procurement Director**

**SOLICITATION TYPE:** Invitation For Bids

**DATE:** 10/4/2024

**ID Number:** 2950

**Title:** Professional Landscaping and Grounds Care

**Due Date/Time:** November 7, 2024 at 3:00 p.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

Government Center Building  
Room 3401  
6 S. Congress St., York, SC 29745

**Voluntary Pre-Bid Site Visits:** October 24 at 11:00 a.m.

Government Center Building  
Room 4200  
6 S. Congress St., York, SC 29745

**Point of Contact:** Bryant Cook, Procurement Manager

**Questions Deadline:** No later than October 31, 2024 at 4:00 p.m.

**Tentative Date of Council Approval:** December 2, 2024

## **SECTION 1     SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Description**

In seeking the services of a professional landscaping and grounds care provider, it is the intent of York County to contract with a responsible and responsive bidder who can follow through on an agreed schedule for all of the services and activities referenced in this Request (or in an associated work contract). This service shall be at a level of performance that is acceptable to the County and at a level that delivers the highest quality of care and concern in providing lawn care maintenance of County properties.

The County desires to contract with a landscaping and grounds care provider who is able to furnish all of the skilled labor, materials, accessories, and services necessary to maintain County properties as specified in this document.

The selected bidder will have total responsibility for providing the following services:

- Routine mowing
- Fertilization, over seeding
- Fire ant control
- Trimming, pruning, (includes all trees, bushes and vines) flower bed weeding and fence lines
- Insect and disease control on shrubs and trees
- Parking lot trash and debris removal
- Maintaining flower beds to include pine needles and/or mulch
- Aeration
- Edging
- Leaf and debris blowing

It is the intent of York County to award a contract term of 3 years beginning January, 2025, with an option to extend the term of the contract for up to 2 additional one year periods. The 3 year term shall be without a price increase. After that time, if desired and upon full agreement of both parties, and with the approval of County Council, the contract may be renewed for up to three additional one-year periods with an opportunity for a negotiated price increase of the original bid price based upon written justification.

All proposing bidders are responsible for obtaining information on the conditions and restrictions required in the execution of work and services. Therefore, it is highly recommended that bidders personally visit each site referenced for service prior to attending the pre-bid meeting. The failure, or omission, of a bidder to obtain adequate information shall in no way relieve the bidder of any obligation with respect to this bid or to an associated contract.

As a condition of this Request, all responding bidders should be aware that it is their responsibility to provide supervision, labor, transportation, all necessary equipment, chemicals, fertilizer and consumables to meet the requirements of this Request.

The general scope of work shall apply to all County properties listed below unless otherwise expressed in this document. Bidder is responsible for visiting sites before bidding. During the contract period if York County Government acquires properties or removes properties from the maintenance schedule, the original contract will be amended to reflect current scope of work.

All properties have been divided into 5 separate zones described below. Bidder may bid on any number of zones award for each zone will be made to lowest bidder of that zone. There will be no limit as to how many zones can be awarded to one single bidder.

## 1.2 York County Properties 2024-2025

<b>Zone1</b>	<b>Rock Hill/ Fort Mill Area Buildings</b>	<b>Estimated Acreage</b>
<b>County Office Complex</b> (Heckle Blvd)	1070 Heckle Blvd, Rock Hill, SC 29732	13.5
<b>DSS</b> (Heckle Blvd)	933 Heckle Blvd, Rock Hill, SC 29732	5.9
<b>Sheriff Armory Building</b> (Cherry Rd)	515 Cherry Road, Rock Hill, SC 29732	2
<b>Communications Building</b> (Black St)	149 W Black St, Rock Hill, SC 29730	2
<b>236 North Park</b>	236 N Park, Rock Hill, SC 29730	3.5
<b>Dotson Street</b>	166 Dotson St, Rock Hill, SC 29732	1.15
<b>Family Court Complex</b>	1555 Main St, Rock Hill, SC	7.5
<b>120 E Eliot Street</b>	120 E Elliot St, Fort Mill, SC 29715	1
<b>3115 Drewsky Ln</b>	3115 Drewsky Lane, Fort Mill SC 29715	3.81
<b>Carowinds</b>	Boulevard and Exit Ramp	6.25
<b>Total Zone 1 Acreage</b>		<b>46.61</b>

<b>Zone 2</b>	<b>Moss Justice Area Buildings</b>	<b>Estimated Acreage</b>
<b>Moss Justice Center:</b> (Hwy 5)	1675 York Hwy, York SC 29745	14
<b>Prison</b> (Justice Blvd)	778 Justice Blvd, York, SC 29745	4
<b>Animal Shelter</b> (Justice Blvd)	713 Justice Blvd, York, SC 29745	4
<b>Public Works Building</b> (Public Works Road)	220 Public Works Rd, York, SC 29745	5
<b>Equipment Maintenance</b>	521 Complex Lane, York SC 29745	1.5
<b>Road Maintenance</b>	510 Complex Lane, York SC 29745	0.5
<b>Landfill Gatehouse</b> (Public Works Road)	289 Public Works Rd, York, SC 29745	1
<b>Transfer Station</b> (Landfill)	289 Public Works Rd, York, SC 29745	5.2
<b>Sheriff Firing Range</b> (Justice Blvd)	739 Justice Blvd, York, SC 29745	3
<b>Sheriff K-9 Building</b> (Public Works Road)	260 Public Works Rd, York, SC 29745	2
<b>EOC Warehouse</b>	713 Public Works Rd, York SC 29745	2
<b>Radio Antenna</b>	550 Annie Alexander Ct, York SC 29745	2
<b>Total Zone 2 Acreage</b>		<b>44.2</b>

<b>Zone 3</b>	<b>York/Clover Area Buildings</b>	<b>Estimated Acreage</b>
<b>Courthouse</b> (Congress St)	1 S Congress St, York, SC 29745	0.6
<b>Planning Building</b> (Liberty St)	18 W Liberty St, York, SC 29745	1
<b>Legal Building/R.O.D.</b> (Liberty St)	20 W Liberty St, York, SC 29745	0.5
<b>York Health Department</b> (Congress St)	116 N Congress St, York, SC 29745	0.85
<b>Clemson Building</b> (Congress St)	120 N Congress St, York, SC 29745	0.25
<b>LETC (Stoneybrook)</b>	92 Stoneybrook Dr, York, SC 29745	2.75
<b>Clover Magistrate Office</b> (Main St)	201 S Main Street, Clover, SC 29710	0.3
<b>Sheriff Lake Patrol</b>	4755 E Liberty Hill Road, York, SC	3
<b>Government Center</b>	6 S Congress St, York, SC 29745	4
<b>Fire Safety</b> (McFarland Road)	2500 McFarland Rd, York, SC 29745	12
<b>York Library</b>	21 E Liberty St, York, SC 29745	0.4
<b>Clover Library</b>	107 Knox St. Clover, SC 29710	0.85
<b>Lake Wylie Library</b>	1852 Blucher Circle, Lake Wylie, SC 29710	0.85
<b>Hwy 49 ROW Flag Pole Sites and Bike Path</b>	Hwy 49 and Hwy 274, Lake Wylie, SC	3.8
<b>Total Zone 3 Acreage</b>		<b>31.15</b>

<b>Zone 4</b>	<b>York County Museum Properties</b>	<b>Estimated Acreage</b>
<b>RH Museum</b>	4621 Mt. Gallant, Rock Hill, SC	3.35
<b>McCelvey</b>	212 E. Jefferson St. York, SC	4
<b>Total Zone 4 Acreage</b>		<b>7.35</b>

  

<b>Zone 5</b>	<b>York County Parks</b>	<b>Estimated Acreage</b>
<b>Ebenezer Park</b>	4490 Boatshore Rd, Rock Hill, SC 29732	18
<b>Allison Creek Park</b>	2499 Viesta Rd, York SC 29745	38
<b>Total Zone 5 Acreage</b>		<b>56</b>

### **1.3 Grass Maintenance**

**A. Mowing** - All grassed areas shall be cut once every seven days from March 1 through October 31 (mowing season) and once every fourteen days from November 1 through February 28 (non mowing season) to a height of no less than 3". Fescues not to exceed 5" in height and Bermuda not to exceed 4" in height. Species of grass or turf may dictate mower deck height, but shall not be less than 3". Areas that cannot be cut with a mower are to be mechanically trimmed equal to the mower height. It is the bidder's responsibility to keep all mower blades sharp for proper cutting results. The successful bidder shall also be particularly careful not to discharge grass cutting toward A/C units while mowing.

**B. Edging** - The bidder shall edge all sidewalks, curbs, driveways, beds and A/C pads with a Mechanical edger after mowing

**C. Trimming** - The bidder shall trim/weed all flower/shrubbery beds, including around all fencing, trees, sides of buildings, etc. with each grass cutting and biweekly during the non-mowing season.

**D. Blowing** - The bidder shall blow, or vacuum, all sidewalks, curbs, driveways and any other paved areas upon completion of mowing to remove clippings and debris. Excessive grass clippings shall be raked and/or removed on an as needed basis.

**E. Trash Removal** - The bidder shall remove trash and litter from all areas to include walks, parking lots and turf areas prior to each cutting and biweekly during the non-mowing season.

**F. Leaf Removal** - Leaves are to be removed at least once per month in October, November, December, and January. Leaves are not to be allowed to accumulate in a way that might result in turf damage. Leaves shall not be disposed of on site, or in natural, or mulched areas.

**G. Seeding** - The bidder shall provide and seed all areas once per year during the Fall season, according to the following based upon the grass species, which is currently, predominate for that area.

1. Bermuda grass will require no over seed; however, spot seeding will be required in the bare areas.
2. Overseed all fescue areas with a transitional blend of tall fescue per bag specification.

**H. Fertilization** – Fertilizing will be done one time per year in the Fall seasons. The bidder will be responsible for providing the proper amount of fertilizer based upon the manufacturer's application recommendation for the amount of acreage to be fertilized. Any recommended additional fertilization and/or soil amendments outside of this scope of work should be discussed and approved by the Supervisor before application.

I. Aeration – All fescue lawns shall be "core-aerated" in the Fall, prior to any over seeding.

#### **1.4 Shrubbery and Plant Maintenance**

**A.** Weeding - The bidder shall keep plant beds, sidewalks and areas surrounding all trees and shrubs free of weeds. All unwanted vegetation in beds, curbs, walks and parking lots shall be kept to a minimum by hand weeding and the controlled use of herbicides. The bidder shall complete inspections of all beds at least once per month to ensure that weed control is met.

**B.** Pruning - The bidder shall prune all shrubs, hedges and trees at appropriate times to promote the natural shape and character of the plant. This shall include the removal of all dead, damaged or diseased limbs. Ornamental shrubbery shall be hand pruned, or sheared, according to the type of shrub to promote the natural shape of the plant. All trees are to be kept free of sucker growth. Trees in parking lots and roadways shall be pruned up to 4 foot minimum, unless specially noted.

Note: Special attention is needed to ensure the trees at the Moss Justice Center are kept limbed 15 feet above ground level.

**C.** Spraying/Pest Control - The bidder shall provide a treatment program for the fire ants. Fire ant treatment is to be applied to any active mounds.

**D.** Shrub Fertilization - The bidder shall provide and apply in the Fall of each year between the months of October and December a slow release 18-24-12 slow release fertilizer to all shrubbery.

**E.** Shrub Replacement-Shrubs that are dead or dying should be mentioned to the correct county representative along with replacement cost

Note: The courtyards at various County facilities, including Moss Justice Center and the Heckle Blvd Office Complex, shall be maintained a minimum of once per month.

#### **1.5 Mulching Maintenance**

**A.;** Annually mulch all shrubbery and flowerbeds with pine needles or double hammered mulch depending upon current application. All beds shall be neat and orderly at all times. The desired effect is to provide at least a three-inch thick border neatly tucked around each shrub, or within plant beds. All wire, or yarn from pine needle bales shall be removed from the job sites. All pine needle or mulch material shall be fresh and considered a first quality product.

1. Mulching is required around approximately 200 trees on SC Highway 49 right-of way.
2. Carowinds exit gets pine needles at Welcome sign and mulch in center bed in front of QT & Exxon
3. Application of mulch and/or pine needles will be determined by the property and current application. Bidder is required to continue using the same type product currently in use. No changes shall be made to affected areas without approval of York County. The median on Carowinds Blvd may require additional mulch and attention monthly due to heavy traffic

### **1.6 Additional Requirements for Ebenezer Park & Allison Creek Park**

**A.** The previous scope of work sections 1.1 through 1.5 as listed in this document shall be met at Ebenezer Park and Allison Creek Park, unless specified in this section.

**B.** The successful bidder will be requested to ensure that the condition of county grounds during special events at the park, including weekend events at Easter, Memorial Day, Independence Day, and Labor Day holidays.

**C.** Grass Maintenance at Ebenezer Park and Allison Creek Park must take place on Monday, Tuesday, or Wednesday between the hours of 8am-2pm with the picnic area being completed by 10 a.m. from Memorial Day to Labor Day, as the Park has an increase in attendance while the swimming area is in operation.

**D.** The successful bidder is required to promptly notify the Park Superintendent in the event any damage occurs to County or private property of the park attendees. The bidder shall be liable for damages resulting from the actions of its employees.

**E.** Flowers are to be planted once in the Spring by May 1st and once in the Fall by October 15<sup>th</sup> in the landscaping area surrounding the flag pole at Ebenezer Park as well as the Ebenezer Park and Allison Creek Park entrance sign. The Park Superintendent will provide direction on the species of flower to be planted.

**F.** Turf Broadleaf Weed Control is to be utilized in mid to late Spring as necessary at both parks, including around the campsites and the boat landing. Eco-friendly weed control materials must be used around the perimeter of Lake Wylie. Preemergent utilized in mid-February entire park. (per bag specifications)

**G.** Apply nitrogen to all Bermuda areas in Park per bag specifications.

- H.** Soil sample submitted to Clemson Extension every year and adjustments made based on results of sample. Sample results and plan of action provided to park supervisor.
- I.** Provide documentation to park supervisor of when/what/amount of applied products
- J.** During the fall months leaves are to be bagged and removed from campsites.
- K.** Erosion berm at Ebenezer Park will need pine needles and hand weeding if necessary.
- L.** Trees in parking lots and roadways shall be pruned up to 6 foot minimum, unless specially noted.
- M.** Pruning including bio-shore berm shall be maintained no greater than 3 ft.
- N.** Kudzu shall be sprayed quarterly or as needed.

#### **1.7 Additional Requirements for Government Center, Historic Courthouse, Family Court, Heckle Complex, Museum and McCelvey Center**

- A.** The previous scope of work sections 1.1 through 1.5 as listed in this document shall be met at these 4 locations unless specified in this section
- B.** Flower beds should be weeded and clear of any debris each week during the mowing season and at least once per month during non-mowing season.
- C.** All vegetation should be properly trimmed and kept throughout the year
- D.** All beds should be mulched annually, beds should keep mulch consistency
- E.** Additional Fertilization – An appropriate spring fertilizer; including broadleaf weed control and pre-emergent crabgrass control shall be applied in March or early April based on the manufacturers application recommendation.
- F.** Museum property of 4621 Mt. Gallant, Rock Hill, SC has a 0.25 mile long nature trail which will require leaves to be blown off of the trail surface during the first and third week of the fall months of October, November, and December.
- G.** Museum property of 4621 Mt. Gallant, Rock Hill, SC has two flower beds (one located in the front of the building and one in the rear of the building) York County will be providing and applying mulch to these two flower beds.



### **1.8 3115 Drewsky Lane, Fort Mill**

- A. This property is a parcel that York County owns and will need to maintain located in Zone 1
- B. This property will need to cut once a quarter or four times a year
- C. Trash does need to be picked up on each cut
- D. No fertilization is needed on this property

### **1.9 Retention Ponds**

- A. Zone 1 has three retention ponds (Family Court (1) & Heckle (2))
- B. Zone 2 has three retention ponds (Moss (1), Public Works (1) & Animal Shelter (1))
- C. Zone 3 has two retention ponds (Government Center & Fire Training)
- D. These retention ponds need to be maintained and trimmed of excess growth including fence line and free of debris
- E. Each pond needs to be maintained 3 times a year, once in the Spring, once in Summer and once in the Fall
- F. Contractor understands that bidding on a Zone, that these ponds are included within the zone the Contractor is bidding on

### **1.10 Moss, Equipment Maintenance, Firing Range and Prison Bush Hogging**

- A. Zone 2 includes Moss, Equipment Maintenance, Firing Range and Pri

## **SECTION 2 SPECIAL CONDITIONS**

### **2.1 Equipment**

All bidders shall be required to furnish a list of all equipment in their bid response that will be used in providing the above services. If necessary, the County shall be allowed to inspect this equipment prior to the awarding of any contract.

York County shall not be held responsible for the bidder's equipment which may be lost, damaged, or stolen unless loss, damage or theft is through negligence of a York County employee.

### **2.2 Damages to County Property**

The successful bidder is required to promptly notify the Facilities Maintenance Supervisor in the event that any damage occurs to County property (i.e. windows, vehicles, site lights, signage, sprinklers, etc.) as a result of actions of the bidder while providing services. The bidder shall be liable for damages resulting from the actions of its employees.

All tasks accomplished by lawn care personnel will be performed so as to preclude damage or disfigurement to lawns and/or building structure. Damage or loss of County property, fixtures, or building structure as a result of negligence or intent by contract employees will be the responsibility of the bidder. The County's expenses incurred for necessary repair or replacement will be reimbursed by the bidder.

### **2.3 Safety**

Bidder shall provide and be responsible for the safety and health of all workers on the job and comply with all applicable provisions of current OSHA requirements.

### **2.4 Company Background and Personnel**

The successful bidder must demonstrate the ability to exercise good judgment and safety, and utilize the expertise of skilled and properly trained personnel. The successful bidder shall have a minimum of five years of demonstrated experience in the commercial lawn care/landscaping maintenance business as a proprietor, partnership, or corporation.

All proposing bidders must employ qualified, in-house lead personnel, qualified in lawn care disciplines. The personnel must have seasoned, hands-on experience in the lawn care industry. The bidder must be able to verify that employees assigned to York County properties possess the ability to lead and manage work teams that are multi-disciplinary, multi-functional and professional. Bidder personnel must be properly trained and certified

in the use, care and handling of all lawn care pesticides and herbicides. Bidders must submit a current SC Department of Agriculture Certificate and all other certifications with their proposal, and annually upon request.

Bidders must ensure that employees are readily identifiable with the company via uniform/badge etc. to ensure that staff is aware of employees conducting business on County property.

**NO SMOKING** or vaping (to include electronic nicotine delivery systems or electronic smoking devices) of any substance or type is allowed on York County property.

If necessary, all proposing bidders must be able to demonstrate, that they possess the ability to efficiently administer, monitor, control and manage York County properties to the satisfaction of the County.

It is imperative that the successful bidder has the ability to assign sufficient staff members to adequately maintain county grounds and assure maintenance continuity at all times.

Additional manpower shall be provided on an as needed basis to continuously maintain an adequately manicured and well cared for landscape at all times. Bidder shall provide the current number of employees employed by the bidder and the estimated number of employees needed to complete this scope of services.

The bidder shall provide his employees with necessary personal protective equipment such as special clothing, head, respiratory, eye, hand, and foot protection at all times.

The successful bidder shall be fully insured and properly licensed to perform services on York County property. The successful bidder, under no circumstances, shall sub-contract, or utilize individuals not covered under their insurance policy.

The bidder is allowed to park all company vehicles onto York County property but employees vehicles of bidder may not park on county property.

The bidder shall provide the information referenced on the Bid Form indicating the owners of the company, number of employees, list of equipment, previous comparable service sites and references

## **2.5 Quality Assurance**

**A.** The schedule for maintenance activities shall be provided to the Facilities Maintenance Supervisor, Museum Maintenance Supervisor, Library Maintenance Supervisor and Park Superintendent in accordance to awarded zones by the bidder annually in order for the County to review, inspect the work in progress, spot potential problems, look for discrepancies and assist the Bidder in making certain that the properties receive required attention.

**B.** The successful bidder shall keep all work sites clean of debris and cuttings, plus remove all trimmings and debris the day they are cut, or collected. The bidder shall remove all tools and equipment promptly after use. No equipment, or materials, shall be left permanently at any site. In no instance will combustibles be left, or left unattended, on York County property.

**C.** The bidder shall be liable and accountable for any and all damages resulting from maintenance operations performed by the bidder. The bidder shall be fully responsible for the protection of all persons, including members of the public, bidder's employees, employees of the County, and employees of other contractors or subcontractors; and all public and private property including structures and utilities above and below the ground. The bidder shall give reasonable notice to the owners of public or private property and utilities when such properties are liable to injury or damage through the performance of the work and shall make all necessary arrangements with such owners relative to the removal, replacement or protection of such property or utilities.

**D.** The successful bidder must provide additional quality control to the work performed to county grounds during special community events (i.e. Summerfest in downtown York, in August, Come See Me Festival in Rock Hill, in April). Additional events held by York County may require bidder to change scheduled work to accommodate needs of the event.

**E.** The bidder will provide a qualified Supervisor on site at all times during any maintenance operations to be responsible for the progress of the work performed and to oversee the conduct of the bidder's employees.

**F.** The bidder may be asked at times to reschedule lawn maintenance in areas that could be distracting, or may be disrupting for Court proceedings. Any areas that are rescheduled should be completed with 48 hours of original maintenance; no areas should be left incomplete until next scheduled maintenance time.

**G.** The personnel that are performing maintenance activities at any site shall come under the direct responsibility of the bidder. The personnel shall be constantly supervised and shall be competent, experienced and skilled lawn and plant maintenance oriented people.

**H.** Unless otherwise specifically noted, the bidder shall provide and pay for all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper completion and execution of the work hereunder.

**I.** The bidder shall at all times enforce strict discipline and good order among bidder's representative(s). The bidder shall utilize only personnel who are, in the opinion of the County, satisfactorily and sufficiently skilled to perform tasks hereunder.

**J.** The bidder shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work hereunder. The bidder shall take all reasonable action to prevent damage, injury or loss to: (1) all employees on the project and other persons

who may be affected thereby, (2) the project and all materials to be incorporated therein; and (3) other property at the site or adjacent thereto.

**K.** The bidder will be responsible for the immediate notification to the County's designated representative of all damages to property that is caused by the bidder, and bidder's employees.

**L.** In the event of storm damage, the bidder shall be responsible for picking up limbs and debris from all locations under Contract. The Bidder should be onsite within 48 hours to clean debris.

**M.** The bidder will instruct bidder's employees to use caution while operating mowers, edgers, and line trimmers near trees, shrubs and ground covers in order that there is no damage to said plants. The bidder will be responsible for repairing damages caused by such operations and do so at its cost.

**N.** The bidder shall notify the County's designated representative(s) regarding irrigation systems in need of maintenance.

**O.** The bidder shall inspect all plantings for the presence of mildew, fungus and/or insects during each maintenance and the bidder shall begin immediate treatment if needed.

**P.** Prior to commencing work under this contract, the bidder shall submit sample labels and MSDS (Material Safety Data Sheets) for each chemical that is to be utilized in this contract. The County's designated representative and the bidder shall agree on each chemical to be utilized, the application rates and application dates prior to applications. The bidder is to supply a list of chemicals to the County and have it approved by the County's designated representative prior to commencing work. Any substitutions of chemicals will require that they be reviewed by the County prior to being utilized.

**Q.** If the project site(s) are too wet to allow acceptable mowing, (tracking or rutting of the site is not acceptable) no mowing operations will take place. If mowing operations are undertaken with slightly wet conditions, care should be taken so as not to track clippings and/or mud onto hard surfaces. If tracking occurs, extra cleanup will be required of the bidder at no added cost to County. If an unsightly amount of clippings are generated from the mow cycle, it will be the responsibility of the bidder to clean up or disperse the clippings at no added cost to County. Areas construed too wet should be attempted to cut with a lighter mowing option, such as a push mower.

**R.** While turf grass mowing should be accomplished every seven (7) days during the growing season and every 14 days during the winter months, if inclement weather does not allow completion of scheduled mowing activities, these cycles will be shifted. However, the area must be completed within 48 hours of regular scheduled maintenance times. If inclement weather delays scheduled mowing cycles and turf height is such that more than 1/3 of the leaf surface area will be cut at one time, the bidder will lower the

mowing height over the next two mowings. This is required in order to avoid “scalping” the turf.

**S.** Where possible, mowing operations are to be performed at an oblique angle or 90 degrees to the previous mowing operations to prevent the formation of ruts or obvious indentations in the turf produced by mowing in the same direction at each mowing. The use of rotary mowers is acceptable.

**T.** All blades are to be kept sharp and level at all times so as to preclude “shredding and gouging” of the grass blades.

**U.** All turf damage directly attributable to the bidder will be repaired by the bidder at the bidder’s expense in a fashion approved by the County.

**V.** Proper equipment selection is to be done to avoid scalping of the turf. Mowing heights are to be adjusted on a seasonal basis in such a fashion that the mowing height is at its shortest in the spring and progressively higher as summer approaches.

**W.** Prior to starting and mowing operations, the entire area is to be walked and litter picked up in order that the litter is not shredded.

**X.** Grass clippings shall not be blown or disposed of in landscape beds, on to sidewalks, into the street, or in the storm water system. Clippings located in or around sidewalks should be blown in an expatiated manner to keep persons from tracking them into facilities.

## **2.6 Site Visits**

All bidders are encouraged to visit the sites before bidding to ensure understanding of the landscaping requirements. Visits to Allison Creek and Ebenezer Parks can be made on 10/28/2024 or 10/29/2024 from 12:00 p.m. through 4:00 p.m. Park Superintendent can be reach at 803-517-2494.

## **SECTION 3 INSTRUCTIONS TO BIDDERS**

### **3.1 Submittal**

Online submittal: Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful. The Offeror shall be responsible

for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

Electronic submittals must include a copy of the bid bond when applicable and any other required documents.

For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal.

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

**In Person/Courier Delivered Submittals:** If Bidder elects to submit bid in person or by mail instead of electronic submission, bids must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

Each response shall be submitted on the Bid Form as furnished, which includes bid price, acknowledgment of any addendum, Bidder's information and signature.

**In Person/Courier Delivered Submittals:** If Offeror elects to submit proposal in person or by mail instead of electronic submission, proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

### **3.2 Intent**

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

### **3.3 Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](http://www.yorkcountygov.com). Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid Form included herein. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

### **3.4 Inquiries**

General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.

## **SECTION 4 BID EVALUATION, AWARD, AND CONTRACT**

### **4.1 General**

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.



#### **4.2 Determination of Lowest Bidder**

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

#### **4.3 Modification of Bids**

York County does not allow modification of Bids after deadline.

#### **4.4 Award**

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor.

Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

#### **4.5 Terms of Contract**

The contract term shall be 3 years with two (2), one (1) year renewal options.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

#### **4.6 Termination of Contract**

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

#### **4.7 Non-Appropriation Clause**

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

#### **4.8 Protest**

Any prospective bidder, Bidder, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, Bidder, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provide.

### **SECTION 5 TERMS AND CONDITIONS**

#### **5.1 Acceptance and Deviations**

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

## **5.2 General Requirements**

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

## **5.3 Title VI of the Civil Rights Act of 1964**

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

## **5.4 Conflict of Interest**

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

## **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm

may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

## **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

## **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

Upon award of a contract under this request 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 firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the firm 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.

## **5.8 Certificate of Insurance**

Once selected, the successful firm may be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

## **5.9 Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

## **5.10 Ownership of Material**

All bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

## **5.11 Prime Responsibilities**

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

## **5.12 Subcontracting**

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

## **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

#### **5.14 Public Access to Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their bid which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the bid package as confidential. Failure to do so or to mark the entire bid package as confidential may result in disclosure of that information.

#### **5.15 Non-Collusion Bidding Certification and Disqualification**

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

### **5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

### **5.17 Certification Regarding Immigration Reform and Control**

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

### **5.18 Chain of Communication**

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or

any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

#### **5.19 Prohibition of Donations and Gratuities**

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

#### **5.20 Payment and Shipping Terms**

All shipments are to be F.O.B. destination, freight prepaid unless otherwise stated. South Carolina Sales Tax is applicable on goods purchased in South Carolina and on goods shipped to York County from any other State by vendors possessing a South Carolina Sales Tax number. This purchase is considered a single contract. TERMS: NET 30 DAYS

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