

HENRY MCMASTER, CHAIR
GOVERNOR
CURTIS M. LOFTIS, JR.
STATE TREASURER
BRIAN J. GAINES
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES
DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018
JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
(803) 737-0600
FAX: (803) 737-0639

HARVEY S. PEELER, JR.
CHAIRMAN, SENATE FINANCE COMMITTEE
BRUCE W. BANNISTER
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE
GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: Landscaping and Mower
File No.: 2026-119
Posting Date: November 14, 2025
Contracting Entity: South Carolina Department of Parks, Recreation & Tourism
Solicitation No.: 5400028841
Description: Grounds Maintenance for Hardeeville Welcome Center

DIGEST

Protest of solicitation amendment challenging release of information about amounts currently paid by the state for the services covered by this solicitation denied where information was public information. The protest of Landscaping and Mower (L&M) is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This determination is based on the evidence and applicable law and precedents.

BACKGROUND

On October 6, 2025, the South Carolina Department of Parks, Recreation & Tourism (PRT) issued Solicitation Number 5400028841 requesting bids to provide grounds maintenance services at the Hardeeville Welcome Center. [Exhibit B] On October 16, 2025, PRT issued Amendment #1 to the solicitation answering vendor questions. [Exhibit C]

By the deadline for receipt of bids, PRT received five bids, including one from L&M and one for Southern Palmetto. [Exhibit D] After evaluating bids, PRT determined Southern Palmetto's bid to be the lowest responsive bid. On October 24, 2025, PRT posted a notice of intent to award a contract to Southern Palmetto. [Exhibit E] On October 28, L&M protested. On October 30, 2025, L&M supplemented its protest. [Id.]

DETERMINATION

L&M protests two answers that PRT gave in Amendment # 1 in response to vendor questions. The questions and responses L&M protests state:

2) Who is the current contractor?

State's Response: Landscaping & Mower Inc

3) What is the value of the current contract?

State's Response: \$235,800.00

As the current contractor, L&M objects to the release of this "Proprietary Cost Information," while also acknowledging that it is public information subject to production under the Freedom of Information Act (FOIA). L&M also acknowledges that this information is publicly available on the internet. L&M's complaint is that PRT answered the question in Amendment #1 rather than require the vendors to do their own search on the internet or make a FOIA request. L&M does not point to any violation of the Procurement Code or violation of any other provision of State law that precluded PRT from sharing this public information in the Amendment.

L&M refers the CPO to couple of provisions in the solicitation to bolster its argument, but they are of no help. First, L&M points to the Certificate of Independent Price Determination clause whereby each bidder certifies that it arrived at its bid price independently of any other bidder and did not knowingly disclose its bid price to competitors before bid opening. This clause does not refer to disclosure of bid prices from a previous bid where bid prices are already public information and is inapplicable to this situation. Moreover, this provision is applicable to vendors, not the State. L&M next cites the following language in the Questions From Offerors clause:

Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.

Presumably, L&M is suggesting this provision precluded the State from sharing information regarding its contract with L&M. However, this clause does not preclude the State from sharing that information. It simply says that the State will not share information with just one prospective bidder when that information is necessary for submitting bids or providing that information to just one prospective bidder is prejudicial to other perspective bidders. Here, the State shared the information with all prospective bidders. Therefore, at a minimum, the State complied with the requirements of this clause.

L&M next states:

We also hope that the 2 day period between opening date and posting date gave the Procurement office the correct amount of time and attention to investigate and certify all bidders.

This statement fails to state a violation of the Procurement Code or a requirement of the solicitation and does not constitute a ground of protest.

DECISION

For the foregoing reasons, the CPO denies L&M's protest.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C J&Hs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 366, Columbia, SC 29201

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Exhibit A

From: cjhinson@truvista.net
To: [Protest-MMO](#)
Subject: [External] PROTEST 5400028841
Date: Tuesday, October 28, 2025 6:58:02 AM
Attachments: [1200px-Clemson Tigers logo.svg.png](#)

Formal Protest of Bid Process – South Carolina PRT Welcome Centers Grounds Maintenance

Dear Procurement,

I am submitting this formal protest regarding the recent solicitation for the SCPRT Welcome Centers Grounds Maintenance contract – Solicitation No. 5400028841. As the current contractor providing these services, I believe the integrity and fairness of the procurement process were compromised for the following reasons:

Disclosure of Proprietary Cost Information

The solicitation materials included the current contractor's name, along with the monthly and annual costs associated with maintaining the properties. This information was disclosed within the question-and-answer posting. Throughout my bidding experience with the state of South Carolina, this information should have been released only through a formal Freedom of Information Act (FOIA) request, not publicly disclosed in the bid documents. Furthermore, the release of this information allowed the apparent low bidder to strategically submit a proposal priced just below the current annual contract amount, thereby undermining the competitive fairness of the procurement process.

During the time for this Solicitation questions were brought up asking "Who is the current contractor" and "What is the value of the current contract". We understand that if a company does it proper investigation that this information can be obtained through the SC procurement website and other venues, however we feel this should not have been directly answered and the answer should have been a directive to how to obtain this information to the person or persons who asked the question. We also feel this should not have been issued as an amendment due to information was not necessary for submitting offers and what we understand for the Duty to Inquire clause. By submitting as an amendment all prospective bidders now have a baseline of how to bid the contract and also there is the possibility that the current contract holder could present the same amount for the current solicitation.

We also hope that the 2 day period between opening date and posting date gave the Procurement office the correct amount of time and attention to investigate and certify all bidders.

COPIED FOR REFERENCE:
AMENDMENT #1

PAGE 7:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening

PAGE 10: QUESTIONS FROM OFFERORS

Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors

For these reasons, I respectfully request that the solicitation and any resulting award be reviewed and reconsidered in accordance with the applicable provisions of the South Carolina Procurement Regulations.

Thank you for your attention to this matter. I look forward to your response.

Sincerely,
Chris Hinson
Landscaping and Mower
cjhinson@truvista.net

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Chris Hinson / Jody Hinson
Landscaping and Mower
(803)242-0452 / (803)207-7606



Landscaping and Mower, Inc.
Creative Design and Installation - Commercial Maintenance
(803)242-0452 - (803)207-7606



Exhibit B

	State of South Carolina Grounds Maintenance -Hardeeville Welcome Center	Solicitation: 5400028841 Date Issued: 10/06/2025 Procurement Officer: ALICIA SANDERS Phone: 803-734-1302 E-Mail Address: asanders@scprt.com Mailing Address: SC Dept Parks, Recreation & Tourism Attn: Procurement 1205 Pendleton Street, Room 517 Columbia SC 29201-3757
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DESCRIPTION: **Grounds Maintenance for Hardeeville Welcome Center**

USING GOVERNMENTAL UNIT: **SC Department of Parks, Recreation & Tourism**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/22/2025 3:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/15/2025 12:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1**

CONFERENCE TYPE: **Pre-Bid Conference**
DATE & TIME: **10/14/2025 01:30:00**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Hardeeville Welcome Center**
4968 Jasper HWY Hardeeville SC 29927

AWARD &
AMENDMENTS

Award will be posted on **10/24/2025**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Area Code - _____ Number - Extension Facsimile _____ E-mail _____ Address _____
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) 	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
☐ Payment Address same as Home Office Address	☐ Order Address same as Home Office Address
☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . <i>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.</i> [11-35-1524(E)(4)&(6)]
PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). ☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ON LINE

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “Notes and Attachments” tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION OR BIDDING PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 2
Monday – Friday 8:00 AM – 4:30 PM

Offeror instructions can be found at:

<http://procurement.sc.gov/vendor/submitting-offers>

NOTICE

- To submit bids vendors must use Google Chrome, which is compatible with SAP. Other browsers such as Internet Explorer 11 (or earlier version), or Mozilla Firefox will not function properly and may prohibit bid submissions.
- **It will be the responsibility of each bidder to ensure that their response was submitted properly. The Response Status must indicate 'Submitted'. If the response is in a 'HELD' or 'SAVED' status, you MUST go back in the system and submit the response before it can be 'ACCEPTED' by the State.**
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – <https://vendorportal.sc.gov/irj/portal>
- Submitting Confidential Data <https://www.procurement.sc.gov/legal/general-info>

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SC PRT– Division of Financial Services
Procurement Director Attn: Ashley Bishop
Edgar Brown Building
1205 Pendleton Street
Columbia, S.C. 29201

Physical Address:

SC PRT– Division of Financial Services
Procurement Director Attn: Ashley Bishop
Columbia Mills Building – Suite 517
1205 Pendleton Street
Columbia, S.C. 29201

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation on-line.

1. The original solicitation response should be submitted on-line and is the official response.
2. All Offerors should attach all additional requested documents to their response in the on-line system. These documents can be attached under the “Notes and Attachment” tab in the on-line system either on the main response page or under the necessary line item.
3. If not submitting online
 - a. Offerors shall submit their bid in a sealed package.
 - b. The solicitation number and opening date must appear on the package exterior

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial **'RfX and Auctions'** screen

The screenshot shows the SAP RfX and Auctions interface. The top navigation bar includes links for Home, RfX and Auctions, Overview, and Service Map. The main content area displays a table of events. The table has columns for Event Number, Event Description, Event Type, Event Status, Start Date, End Date, Response Number, Response Status, Event Version, Response Version, Q&A, Start Time, and End Time. The event 5400006796 is highlighted, showing a 'Submitted' status and a response number of 5500029632. The 'Refresh' button is located at the bottom right of the table.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
5400006906	Computer Replacement for SCGOV	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	00:00:00	14:00:00
5400006905	Computer Room Upgrade Project	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	00:00:00	15:00:00
5400006893	RAY44228 11/04/2013 09:48:49	Invitation For Bid	Published	11/06/2013			No Bid Created	1		0	00:00:00	11:00:00
5400006907	Whiteboard Stand	Invitation For Bid	Published	11/15/2013			No Bid Created			0	00:00:00	10:00:00
5400006796	Computer Room Upgrade Project	Invitation For Bid	Published	11/05/2013		5500029632	Submitted			0	00:00:00	17:00:00
5400006771	Homemaker Services	Request for Proposal	Published	01/25/2014			No Bid Created	3		0	00:00:00	14:00:00
5400006687	Web Site Design Project	Request for Proposal	Published	11/06/2013			No Bid Created	7		0	00:00:00	17:00:00
5400006328	DSS FPB Technical Assistance & Support	Fixed Price Bid	Published	06/30/2018			No Bid Created	5		0	00:00:00	11:00:00
5400006269	FPB TO PROVIDE MULTI AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	00:00:00	11:30:00
5400006008	Xirus Network Products & Services	Fixed Price Bid	Published	09/19/2018			No Bid Created	3		0	00:00:00	14:30:00

Last Refresh 11/05/2013 16:21:46 EST Refresh

STEP 2: Select the **'Refresh'** button to update the screen.

STEP 3: Make sure the RfX you responded to, has your specific bid response number **'55xxxxxxx'** displayed in the Response Number column and the Response Status column has a status of **'Submitted'** before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the **'Print Preview'** button after your offer has been submitted.

The screenshot shows the 'Display RfX Response' dialog box. It contains the following information:

- RfX Response Number: 5500029632
- RfX Number: 5400006796
- Status: Submitted
- RfX Response Version Number: Active Version
- RfX Version Number: 8

The 'Print Preview' button is highlighted with a red arrow.

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

The SC Department of Parks, Recreation & Tourism (SCPRT) is seeking qualified providers to provide grounds maintenance services and as-needed Clear Zone Area mowing services at Hardeeville Welcome Center.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 11/03/2025 End date: 11/02/2029. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The resulting contract will be for one (1) year with 4 additional one-year extensions for a total possible five (5) year contract.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the

contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract." WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of

any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023) ("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)][02-2A050-]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to _____. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements.

(b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the

signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (MAY 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

BID BOND (REVISED SCPRT 11/19/2024-MODIFIED)

Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be total amount of five thousand (\$5,000.00). This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Using Governmental Unit. [02-2B010-1]

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **10/14/2025 1:30 PM**
Location of Pre-Bid/Proposal Conference: **Hardeeville Welcome Center**
4968 Jasper HWY
Hardeeville, SC 29927

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The SC Department of Parks, Recreation & Tourism (SCPRT) is seeking qualified providers to provide grounds maintenance services and As Needed Clear Zone mowing at Hardeeville Welcome Center complying with the specifications.

Scope of work

1. Service Area

- a. The Contractor shall provide grounds maintenance and landscaping services for areas outside of buildings and within and along fenced property boundaries. The Contractor will be responsible for providing grounds care, maintenance and services to the Welcome Center Complex. The Welcome Center Complexes are to be maintained in a safe, attractive, and well-manicured manner at all times. The Welcome Center Complex is defined as all structures and components located within the boundary of the property line currently managed by SCPRT. SCPRT expects the Contractor to keep the grounds of the Complexes looking healthy, groomed, attractive, and landscaped with skill and expertise.
- b. In all instances, SCPRT is the sole judge of the condition of the Complex, timeliness, professional behavior and standards, and any disputes regarding interpretation of this contract.

2. Full Complex

- a. Required tasks apply to all areas within the boundaries of the Complex managed by SCPRT those tasks include but are not limited to: disease and insect control, control of harmful plants (to plants, animals, or people), litter and debris removal, maintenance of swales, ditches, catch basins and fences, mulching, edging, dead plant removal, weeding, grass care, weed treatments, tree inspections, limb removal, string trimming, soil testing and analyzation, and irrigation system inspection and maintenance. Use of string trimmers in these areas is prohibited.
- b. The following tasks are described to establish minimum performance standards. The Clemson University Cooperative Extension Service Home and Garden Information Center provides Fact Sheets and research-based information on landscaping, gardening, plant health, and pests when needed. Fact Sheets may be found at: http://www.clemson.edu/extension/hgic/complete_list.html.

3. Vegetation Areas

- a. Area is to be mulched, not mowed, and includes ornamental shrubs, ground covers, trees, plant beds, hedges, and herbaceous and flowering plants. Care includes but is not limited to: Annual soil testing and analyzation, properly administered fertilization and pelletized Lime (based on testing), frequent watering, weeding and mulching, insect and disease control, clean cut pruning according to individual plant care needs, removal of debris, deadwood, sucker growth, etc. Use of string trimmers in these areas is prohibited.

4. Mowable (Turf) Areas

- a. This area is the turf grass and is mowable with motorized equipment. Care includes but is not limited to: Annual soil testing and analyzation, properly administered fertilization and pelletized Lime (based on testing), annual aeration, frequent mowing, removal of debris prior to mowing, string trimming, watering, weeding and mulching, clean cut pruning according to individual plant care needs, removal of debris, deadwood, sucker growth, and maintenance of swales, ditches, catch basins and fences, etc.

5. Natural Areas

- a. Includes areas that are typically wooded with naturally occurring (non-ornamental) trees and usually do not support growth of turf grass. Care includes but is not limited to: litter and debris removal, maintenance of swales, ditches, catch basins and fences, and tree inspection.

6. Picnic Areas

- a. Includes all picnic tables, benches and immediate surrounding area. Care includes but is not limited to: vegetative and large debris removal, insect and disease control, maintenance of swales, ditches and catch basins, edging, string trimming, tree inspection, limb and dead plant removal.

7. Irrigation Systems Monitoring and Inspection – Bi-Monthly

- a. Some facilities are equipped with an irrigation system to service turf areas. The Contractor is responsible for inspecting and reporting on the condition of the irrigation system within the first thirty days of the contract period. SCPRT will address issues found within this initial inspection, pending financial impact and availability. Thereafter, the Contractor accepts operation & maintenance of the system at no additional cost to SCPRT for the duration of the Contract. The Contractor may request the addition of zones and approval will be based upon availability of reimbursable funding. Bi-monthly inspection includes the manual testing of each zone a minimum of twice a month. The results of the inspections shall be included on the Monthly Report provided to SCPRT

8. Service Time Requirements

- a. Vendor will provide weekly Services for all areas except for Irrigation Systems Monitoring and Inspections year-round.
- b. Work will be performed during hours and days of least inconvenience to the traveling public, to ensure their safety.
All work shall be performed during daylight hours (enough ambient light to allow work safely, without endangering workers or the public.)
- c. Equipment or materials moved on or across a roadway shall not unnecessarily interfere with traffic
- d. If the approved date/time is not met due to weather hazards the contractor will be responsible for making up the services within 24 hours weather permitting and with agreement from Welcome Center staff.
- e. Schedule of when work is to begin must be agreed upon by the Welcome Center staff after award and in conjunction with air monitor services for the abatement work.

9. Soil Testing – Annually

- a. Collect soil samples and obtain analysis according to the guidelines of Clemson University Cooperative Extension Service HGIC 1652 Soil Testing. Submit a copy of the analysis and recommendations to SCPRT.

10. Fertilization and Lime

- a. Annually, Soil Sample Test results must be submitted prior to fertilization and lime applications.
- b. Fertilizer shall be applied at rates based in the soil test results.
- c. Tags from fertilizer bags used on site shall be submitted to SCPRT.
- d. After fertilizing, ensure adequate moisture (rainfall or irrigation) is available.
- e. Avoid fertilizing saturated soil and touching emerging leaves with fertilizer.
- f. Rinse any fertilizer from leaves.
- g. Pelletized lime shall be applied at rates indicated in the soil test results.
- h. Lime shall not be applied to wet soil.
- i. Random bag tags shall be provided to the SCPRT.

11. Aeration

- a. Annually Aeration timing shall occur based on grass type.
- b. Prior to aeration, the Contractor is responsible for locating and flagging the sprinkler heads.
- c. Choose a day when the temperature is mild and soil is moist but not saturated.
- d. Turf shall be aerated using a mechanical core aerator that has hollow tines to a depth of four to six inches.
- e. Aeration shall be performed in such a manner that the soil is only minimally disturbed (i.e., operate equipment at slow speed that does not result in a tilled appearance).
- f. Travel over the turf twice, once in one direction then in the perpendicular direction.
- g. Soil cores should be left on the turf to be broken up by rainfall.

12. Weed Control

- a. All weed varieties shall be eradicated.
- b. Weeds located within the Vegetation areas shall be removed by hand at the base of the weed or via herbicides.
- c. It is recommended that a weed barrier is placed under regularly maintained mulch to aid in weed control of these areas.
- d. Weeds located in turf areas shall be removed with herbicides (multiple scheduled applications should be coordinated with SCPRT staff) to ensure weeds are removed from turf, the designated grass type “weed-n-feed”, hand weeding, and maintaining the grass type at its ideal height.

- e. All weeds, including but not limited to crabgrass, dandelions, broadleaf weeds, invasive plants, or those varieties that are harmful to other plants, pets or people must be eliminated from the property.
- f. Weeds and grass appearing in non-vegetative areas such as cracks in sidewalks and pavement shall be removed by hand at the base of the weed or via herbicides.

13. Mulching

- a. When less than 3" deep Apply like mulch as existing mulch (hardwood mulch) three to five inches deep around vegetation masses, trees and other applicable areas
- b. Mulch shall be natural and contain no dyes.
- c. Landscape fabric or soil shall not be exposed.
- d. Where trees with existing mulch occur, mulch shall begin three to five inches from the trunk and go to the drip line.
- e. Pine straw is not to be used in planting beds surrounding welcome center/ restroom buildings.
- f. Bare ground is prohibited.

14. Pruning – Annually

- a. Limbs shall be pruned on all plants to stimulate growth. This shall be done according to the plant species and as recommended by the South Carolina Master Gardener Training Manual, EC 678 or as found on the Clemson University Cooperative Extension website at <http://www.clemson.edu/extension/hgic/>.

15. Sucker Growth Removal

- a. Monitor and remove sucker growth from all trees and applicable plants with hand pruners only.

16. Watering

- a. Monitor and water vegetation areas, turf, and other areas showing signs of dehydration.
- b. Unless rain is forecast during the week, the Contractor shall thoroughly water all vegetation areas once a week prior to 10:00 in the morning.
- c. On site water access is provided.
- e. Watering shall be done in a manner that will not hinder or endanger pedestrian or vehicular traffic. Caution signs, provided by the Contractor, shall be used if hoses or other equipment lay across pedestrian walkways. Watering shall be in accordance with any water restrictions invoked by the county in which the facility resides.

17. General Mowing

- a. Frequency of mowing is determined by turf growth. Turf height shall be maintained at the recommended height for optimal health and appearance. General mowing shall include all turf areas and include all turf and mowable areas within Complex grounds including entrance and exit ramp areas. Mowing of turf surrounding the welcome center / restroom building shall be bagged to reduce weeds and enhance turf condition. Prior to mowing all objects that could become a hazard if struck by mowers shall be removed including but not limited to: debris, trash bags, boxes, hub caps, tires, etc. Paved areas and sidewalks will be swept or blown clean immediately after mowing. Slope mowing shall be performed in areas not accessible with conventional mowing equipment such as beyond concrete ditch paving, slopes greater than 3:1, wet areas, bridge end rows, behind guardrail, etc. In lieu of slope mowers, string trimming equipment is acceptable for use. Necessary precautions are to be taken to prevent any debris (including grass clippings) to be thrown onto the road surface, sidewalks, or into shrub beds. Mowing operations are prohibited when conditions will result in turf damage such as tire ruts. Contract employees using blowers or other loud or disruptive equipment shall be aware of and courteous to guests of the Complex.

18. String Trimming

- a. Frequency of string trimming is determined by turf growth. Turf height shall be maintained at the recommended height for optimal health and appearance. Trimming of vegetation around vegetation areas shall be performed without damaging plant materials. If any area is too wet or otherwise inaccessible by typical mowing equipment, such as behind guardrails, ditches, etc., or if access by such equipment would cause damage to the turf, the area is to be maintained with string trimming. String trimming close to the base of trees and shrubs is prohibited. The Contractor shall replace all plant materials damaged by trimming with like type and size material.

19. Edging

- a. Edging shall be performed around sidewalks, curbs, picnic areas, vegetation areas, single tree areas and wherever it is necessary to contain mulch or define a clean edge.

- b. String trimming for edging is prohibited.
- c. Upon completion of the edging operations the turf edge shall be no more than one inch back from the edge of pavement and sidewalks, with a minimum depth of one-half inch.

20. Insect and Disease Control

- a. The Contractor is responsible for monitoring and controlling insects and diseases on vegetation areas and mowable turf areas.
- b. The Contractor shall follow recommendations as stated in the current edition of Clemson University Pest Management Handbook and Clemson University Pest Control Guidelines for Professional Turfgrass Managers and online through the Clemson University Cooperative Extension Service Home and Garden Information Center

21. Deadwood / Obstructing limbs

- a. All dead, diseased, dying, inappropriate or obstructing tree limbs shall be removed.
- b. In all instances, tree limbs shall be pruned at a minimum height of seven feet above the ground surface.

22. Dead Plant Removal

- a. Inspect vegetation and turf areas frequently to monitor plant health.
- b. Properly remove and dispose of dead plant material as needed.
- c. Tree Inspection and Removal: Monthly Inspect trees on the Complex and notify SCPRT of dead, dying, or potentially hazardous trees on the Monthly Report. SCPRT is responsible for whole tree removal.
- d. Contractor is responsible for partial tree removal of the limb portion (split section removal) and small and large limb removal.

23. Maintenance of Swales, Ditches, Catch Basins, Detention Ponds, and Fences

- a. Remove all sediment, silt, litter, debris, etc. from drainage ways and structures. Vegetation in concrete swales and catch basins shall be removed. Clearing of foliage on or along fences where visible is required.

24. Litter/Debris Removal

- a. All litter, debris or other objectionable material shall be removed prior to each mowing.
- b. All vegetative litter on the Complex (includes but not limited to: leaves, pine needles, acorns, pine cones, etc.) and on the picnic shelter roofs shall be removed.
- c. The grounds are to be kept free of vegetative litter. All litter, debris or other objectionable material created through the Contractor's maintenance operations shall be removed completely from the work site upon completion of duties for the day.
- d. Any paved surfaces including sidewalks, shoulders and curbs, which have been strewn with soil, fertilizer, weeds, vegetative trimmings, mulch or other waste shall be thoroughly cleaned at the end of each working day.
- e. Litter and debris are not to be placed in the trash receptacles or dumpster.
- f. Litter and debris shall be removed from the facility upon completion of landscaping activities by the Contractor.
- g. Dumping in natural areas of the Complex is strictly prohibited and will result in liquidated damages.

25. Product List Log – Annually

- a. The Contractor is responsible for keeping a list of products used during the period of this Contract plus one year thereafter. The product list shall include the product name, manufacturer, intended use, intended rate of application, manufacturer product analysis labels, and SDS sheets, if applicable. The list shall be made available to SCPRT upon request.

EQUIPMENT

26. Mowers and Equipment

- a. The Contractor will provide all necessary equipment and materials for the maintenance of the existing grounds.
- b. The Contractor is responsible for ensuring all equipment is operated and maintained safely per manufacturer recommendations and in accordance with all applicable codes, laws, ordinances and regulations.
- c. Only equipment designed for performance of the work at the Complex is permitted.
- d. Safety devices shall be properly used, installed and maintained while the equipment is in use.

27. Herbicides and Pesticide Applications

- a. Contractor is expected to follow the rules and regulations set forth by the Federal Highway Administration, the SCDOT Vegetation Manual, and the SCDOT Herbicide Operations Manual.
- b. Pesticide applications shall be performed by individuals possessing a valid South Carolina Pesticide Applicator License, certified in Category 3 (Turf and Ornamental).
- c. The Contractor shall submit a copy of the applicator's pesticide license and a list of the herbicides and pesticides to be used at least seven business days prior to each application.
- d. The Contractor must provide the completed Herbicide Application Report to SCPRT within one business day of the application (**Addendum E**).
- e. The Contractor shall adhere to product labeling and MSDS sheets.
- f. No herbicides known to be harmful to animals and children shall be used on the property unless prior written approval and safety plans guidelines are received.
- g. Bare ground is prohibited. Brownout shall not be accepted and may result in liquidated damages plus repair/replacement of vegetative materials or turf.

28. Safety and Training

- a. Safety of operators and equipment are the responsibility of the Contractor.
- b. The Contractor is responsible for all training and assuring that all mechanized equipment operators are qualified to safely operate the machines.

29. Licenses, Permits, Insurance

- a. All costs for required licenses, permits, and insurance shall be borne by the contractor and secured by the contractor.

30. Regulations and Standards

- a. The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.
- b. All work shall be performed and completed in a thorough workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings.

31. Quality Assurance

- a. Maintain experienced full-time supervisor(s) on Project Site during all times that material removal, installation, and cleanup is in progress.
- b. Supervisors shall not be changed during project except for causes beyond the control of the firm, and with prior approval from SCPRT.

32. Contractors Responsibilities

- a. After award but prior to start of work meet with SC PRT staff to plan course of action for project completion.
- b. Provide procedures including, but not limited to, the following:
 - i. Work schedule, what areas will be worked on first, etc.
 - ii. Verify availability of Contractor's personnel, identification of SCPRT's Representative, equipment, and facilities needed to make progress and avoid delays.
 - iii. Safety, especially visitor safety during project.
- c. Contractor is responsible for using safety precautions to ensure that their employees, and anyone who may come within the work perimeter, will not be injured. This may include, but not be limited to, the use of appropriate barricades, signs, safety harnesses and equipment, and personnel.
- d. At their expense, contractor shall repair any damage resulting from the contractor's operations that are deemed harmful by SCPRT staff.
- e. Contractor will assume liability for damage or loss resulting from the wrongful acts and/or negligence of his employees while they are on the premises.

33. Contractor's Personnel

- a. The successful Contractor shall appoint a designee to this contract. The designee shall be considered always on call and available within one hour's notice for emergency issues.

- b. A Supervisor shall be on site while work is being performed. The Supervisor must have a minimum of five years of applicable experience and demonstrate expertise in landscaping. The Supervisor is responsible for inspecting and verifying work completion after each visit and must immediately report to SCPRT any unfinished projects or incurred damages to the property.
- c. All personnel assigned by the Contractor for the performance of the work of this contract shall be capable employees who are qualified to do this type of work.
- d. Personnel shall be experienced, skilled and knowledgeable in grounds maintenance and landscaping techniques. Contractor is responsible for ensuring quality workers and workmanship on this Contract. Contractor is responsible for ensuring workers are trained for their level of work, equipment usage, and safety procedures. Any person employed by the Contractor who does not perform in a proper and skillful manner, or displays unprofessional behavior resulting in a negative impact or image on SCPRT or its facilities, as determined by SCPRT, shall be immediately removed from further work on the contract upon notice from SCPRT to contractor
- e. Contractor assumes responsibility at all times for the supervision and contract orientation for maintenance crews.
- f. The Contractor will be responsible for informing his/her employees of the following:
- g. Guns, knives or other dangerous weapons will not be allowed on the premises.
- h. Alcohol and drugs are prohibited on the premises.
- i. Any employee who reports to work showing any evidence of being impaired must not be permitted to remain on the premises by the Contractor.
- j. Employees will not remove any SC PRT articles or materials from the premises regardless of value.
- k. The Contractor shall require his/her personnel engaged in the work of this contract to pass a security background check before starting to work.
- l. If a proposed employee is found to have been convicted of a crime, Contractor must inform the SCPRT Staff.
- m. SCPRT will have the ultimate authority to make the final hiring decision based on the agency's assessment of the nature, severity, and date of the offense.
- n. No individual will be hired with a felony occurring within the past three years.
- o. Other criminal infractions will be submitted to the SC PRT Staff for review on a case by case basis, prior to placement.
- p. Contractor must maintain record of background checks, and, upon request, make these records available to SCPRT.
- q. Contractor shall also ensure employee(s) is not on the SC and National Sex Offender Registries.
- r. The security background check is an ongoing performance obligation. The same documents must be provided by the Contractor for any new employees the Contractor uses to service this contract during the contract term.
- s. Staff shall have good communication skills to engage with park representatives to relay information, report repair issues and update park staff of maintenance progress.
- t. Staff shall maintain a professional appearance, subject to Park Manager approval.
- u. A valid Driver's License is required for all vehicle operators.
- v. All herbicide applicators shall have a valid South Carolina Certified Pesticide Applicator License certified in Category 3, Ornamental and Turf Category.
- w. Uniforms: Contract employees must be appropriately attired for public work near a federal highway in a shirt, long pants, closed-toe shoes and a regulation Class 2 safety vest.
- x. Safety attire for pesticide applicators is required.

Communications

34. Work Schedule Meeting

- a. Prior to commencing work, the Contractor is responsible for arranging a meeting on site with the Maintenance Contracts Manager and the Welcome Center Manager to establish a regular work schedule, review the property boundaries, expectations, contract, etc.

35. Service Schedule

- a. A Grounds Maintenance Schedule shall be established at the beginning of the contract during the Work Schedule Meeting.
- b. This schedule will establish the non-routine task timing, as well as serve as the planned maintenance and care schedule to meet standards and expectations.
- c. All specialized non-routine tasks scheduled for a particular month are expected to be completed

- d. according to the schedule and reflected in the monthly report.
- e. The Contractor may request changes to the Grounds Maintenance Schedule. Any such request shall be written, reviewed and approved prior to the task being performed at the facility.
- f. An example of a Grounds Maintenance Schedule is provided as an attachment (**Addendum B**).

36. Monthly Reports

- a. Monthly reports are to specify all tasks completed in the month and to report concerns, adverse conditions or other applicable communications for the landscaping needs and maintenance for each Complex.
- b. The reports shall be submitted with invoices as part of work verification.
- c. An example of a Monthly Report is provided as an attachment (**Addendum C**).

37. Chemical Product List

- a. Prior to beginning work, the Contractor shall provide a chemical product list for approval by SCPRT that includes the products for use on the Complex grounds, manufacturer, intended use, and intended rate of application.
- b. All products on the list must have SDS sheets kept on site at all times.
- c. Any product revisions during the contract must be submitted to SCPRT in writing and approved prior to application.
- d. All products must be clearly labeled with contents.

38. Customer Service

- a. SCPRT is solely responsible for responding to public concerns and complaints.
- b. Upon notification, the Contractor shall resolve the complaint issues and respond to SCPRT in writing within five business days. The Contractor's employees shall direct visitors to the visitor center for information when it is open.
- c. Onsite Contract employees shall adhere to the SCPRT Lost and Found Policy included as an attachment (**Addendum G**).
- d. Contract employees shall be courteous to and work around the comfort of the guests of the Complex

39. Signs

- a. The contractor shall place a sign in a conspicuous place stating that "Grounds are maintained by [Company name, address, phone #, of Contractor]." Signs shall be approved by SCPRT prior to installation.

40. Incidents and accidents

- a. In the event of an incident or accident, the Contractor shall submit a written incident report to SCPRT within 24 hours that describes the accident in full, names of those involved with contact phone numbers and extent of injury or damage.
- b. In the event of an incident, the Contractor shall submit a written incident report to SCPRT within 24 hours that describe the accident in full, names of those involved with contact phone numbers and extent of injury or damage. The Incident Report Form is provided as an attachment (**Addendum D**).

41. Claims

- a. The Contractor is responsible for any damage to the Complex or its users and their property resulting from the contractor's activities in the performance of the contract.
- b. The Contractor is responsible for contacting and locating all utilities prior to digging.
- c. Any damage to utilities caused by the Contractor will be corrected immediately by the Contractor.

42. Third Party Claims

- a. If a third party claimant approaches the Contractor, the Contractor shall use its insurance policy claims and investigative process.
- b. If SCPRT receives a claim of damage, the SCPRT Representative shall
- c. Provide the claimant a SCPRT Incident Report Form included as an attachment (**Addendum D**)
- d. Obtain a digital photograph of the damage if possible.
- e. Supply documentation to the SCPRT Contracts Manager
- f. The Contracts Manager will review the documentation and determine if the incident is clearly the responsibility of the Contractor or if it needs further investigation through the SCPRT Insurance Reserve.
- g. Within five business days, the SCPRT Contract Manager will provide either the Contractor or the Insurance Manager with the Incident Report Form and backup documentation. In the event the Contractor is found to be responsible, the Contractor shall respond to the SCPRT Contracts Manager in writing

within ten business days of receiving the claim information regarding a decision to support payment of the claim.

- h. If the Contractor disagrees with the findings, the Contractor shall provide compelling reasons or information that supports their position. Upon receipt of the Contractor's letter, the SCPRT Contracts Manager will consult the Insurance Manager and reevaluate the findings to determine changes. If the claim findings change or are in question, the Contractor will be notified within five business days and the incident will be investigated through the SCPRT Insurance Fund.
- i. If the finding stands the SCPRT Contracts Manager will then notify the Contractor and the SCPRT Procurement Office within ten business days to deduct the amount of the claim from invoicing. SCPRT will not accept the Contractor's invoice for payment until all deductions for claims are listed on the invoice. The decision of the Insurance Reserve Investigator is the final ruling.

43. SCPRT Damage Claims

- a. Contractor negligence or operations that results in damage to the Complex shall result in Liquidated Damages in addition to the actual cost incurred by SCPRT or the Contractor to repair the damage. Examples include, but are not limited to: damage to vegetation, structures, buildings, guardrails, roadway surfaces, pipes, manhole covers, sidewalks, or dumping of debris on the Complex grounds.
- b. The Contractor shall not attempt to repair damage to Complex property without prior written approval from the SCPRT Contract Manager.
- c. Within five business days of the incident the SCPRT Contract Manager will notify the Contractor in writing of damage sustained by SCPRT as well as the associated costs to repair damages.
- d. The liquidated damage charge and the repair cost shall be included as a deduction on the Contractor's next invoice. Any disagreements pertaining to damage or deduction shall be resolved through Insurance Reserve prior to submittal of the invoice. SCPRT will not accept the invoice for payment until all deductions are listed on the invoice.

44. Landscaping Improvements

- a. The Contractor can be called upon to do any landscaping improvements or renovations for up to \$50,000 per location for the life of the contract. The Contractor shall be reimbursed for detailed expenditures. Contractor will be expected to maintain any improvements made to the Complexes.

45. PAYMENT Responsibilities

- a. The Contractor is responsible for furnishing all materials such as fertilizer, lime, herbicides, mulch and incidentals. The Contractor is responsible for providing the equipment to perform the Contract.
- b. Additional plant materials such annuals, perennials, shrubs, trees, etc. are the responsibility of SCPRT to purchase and the Contractor to install with a notice of ten business days at no additional cost for the labor.
- c. The Contractor is responsible for maintenance of items purchased by SCPRT.

46. Basis of Payment

- a. The Basis of Payment shall be monthly.
- b. SCPRT agrees to pay the Contractor for satisfactorily completed services.
- c. Invoice accuracy is imperative and should be verified by the Contractor prior to submission to SCPRT.
- d. Invoice errors and discrepancies will cause payment delay.
- e. Each invoice submitted to SCPRT shall include:
 - i. Signed Monthly Report
 - ii. Accurate invoice(s)
 - iii. Deduction of applicable damages
 - iv. Purchase order number
 - v. Location of work
 - vi. Date of service
 - vii. Type of service being performed
 - viii. Total amount requested
 - ix. Date
 - x. Vendor Remit to address
- f. SCPRT reserves the right to request additional invoice documentation at any time. SCPRT may withhold payment for work not performed, unsatisfactory work, claim damages, etc

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
Hardeeville Welcome Center- 4968 Jasper Hwy, Hardeeville, SC 29927
[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (APR 2024)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html> (.) [04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. Must have 5 years of Commercial landscaping experience.
2. Provide 3 references of similar size and scope.
 - a. References should include:
 - i. Name of company
 - ii. Brief overview of services provided
 - iii. Contact Name, Number, and email
 - iv. Length of current contract term
 - v. Equipment type and Pictures of equipment used.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents:

- (1) the solicitation, as amended,
- (2) your offer, as amended,
- (3) any statement reflecting the State's final acceptance (a/k/a "award"), and
- (4) purchase orders. These documents shall be read to be consistent and complementary.

Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

[07-7A020-1]

DISPUTES (MAY 2024)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (MAY 2024)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2021)

The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (" an amount not to exceed fifteen percent each year

"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT - SHORT FORM (FEB 2015)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	60.000	Months		
Product Catg.: 98836 - Grounds Maintenance: Mowing Plant (not tree) etc.				
Item Description: Ground Maintenance for Hardeeville WC				
Tendering Text: All-inclusive cost for grounds maintenance at Hardeeville Welcome Center in accordance with the monthly Grounds Maintenance Specifications and As-Needed Clear Zone Specifications included herein.				
Internal Item Number: 2				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you requesting the SC Resident Contractor Preference? See The SC Procurement Code, Section 11-35-1524(C) (1) (III) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	☐ Yes ☐ No	
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	☐ Yes ☐ No	
Are you requesting the SC Resident Subcontractor Preference-4%? See the SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	☐ Yes ☐ No	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

1. Nonresident Taxpayer Registration Affidavit Income Tax Withholding
2. Monthly Report example
3. Grounds Maintenance Schedule
4. South Carolina Welcome Center Incident Report
5. Herbicide Application Report
6. Welcome Center Lost and Found Policy and Procedures
7. Dillon WC Grounds Maintenance Map
8. Offeror's checklist

Under separate cover

1. SPECIFICATIONS – Clear Zone Mowing Hardeeville WC

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]

Addendum B – Monthly Report Example

Facility: _____

Date activities performed during the month/request for acceptance and payment:

Areas and Tasks	Total Application	Week 1	Week 2	Week 3	Week 4	Week 5
10. Vegetation Masses						
Fertilization	As needed					
Weed Control	Monitor & remove weekly					
Mulching	Monitor & replenish when less than 3 inches					
Pruning						
Spring Flowering	After blooming					
Deadwood	Monitor & remove weekly					
Sucker Growth	Monitor & remove weekly					
Watering	Monitor weekly & water when plants show signs of moisture stress					
Mowable Turf Areas						
Mowing	1 x / week					
String Trimming	1 x / week					
Fertilization						
Bermuda	4 applications where applicable					
Weed Control	Monitor & remove weekly					
Watering	Monitor weekly					
11. Natural Areas						
Tree Inspection	Monitor weekly					
12. Miscellaneous Tasks						
Irrigation Sys. Monitoring & Inspect.	Twice monthly					
Insect & Disease Control	Monitor weekly and control as occurs					
Swales/Catch Basins	Monitor weekly					
Litter / Debris Removal	1 x / week					
Picnic Area Maint.	1 x / week					
Edging	1 x / week					
Dead Plant Material Removal	Monitor weekly					

Notes: The Contractor shall be responsible for completion of all tasks without notification from the SCPRT Representative by the last week of each month. The SCPRT Representative shall perform a weekly Maintenance Inspection on the last day of each week.

Inspection / Repair Notes:

Concerns / Requests:

Engineers Comments:

I certify that I have completed the approved tasks for the month of April in conformance with the Maintenance Schedule. I am requesting payment for these services.

Company Representative

Date

Department quality assurance and work acceptance:

SCPRT Representative

Date

Addendum C - Grounds Maintenance Schedule

Areas and Tasks	Application Month	Minimum Application Frequency
Vegetation Mass Areas		
Soil Testing	October	Once
Fertilization (Trees & Shrubs, Annuals & Perennials)	April	Once
Lime	December or January	Once
Weed Control	January – December	Monitor and remove weekly
Mulching	January – December	Monitor weekly and replenish when less than 3"
Pruning		
1. Spring Flowering Species	After blooming but no later than July 1 st	Once
2. Summer Flowering Species		
a) Woody	Before bud break (January to February)	Once
b) Herbaceous	After first hard frost (January)	Once
3. Evergreen Species	March (May, July, October)	Once in March (then monitor weekly)
4. Deadwood / Obstructing Limbs	January – December	Monitor and remove weekly as occurs
5. Sucker Growth Removal	January – December	Monitor and remove weekly as occurs
Watering	January – December	Monitor weekly & water as plants show signs of moisture stress
Movable Turf Areas		
Soil Testing	October	Once
Mowing	January – December	Once weekly during growing season
String Trimming	January – December	Once weekly during growing season (as needed)
Fertilization		
1. Centipede	Region 1, 2, 3, 4, 5, 6, 7 & 8 (May, July)	Once for each month indicated
2. Bermuda	Region 1, 2, 3, 4, 5, 6, 7 & 8 (April, June, August)	Once for each month indicated
3. Tall Fescue	Region 1, 2, 3, 4, 5, 6, 7 & 8 (April, June, August, October)	Once for each month indicated
Lime	December or January	Once
Aeration		
1. Centipede and Bermuda	June	Once
2. Tall Fescue	November	Once
Weed Control	January – December	Monitor and remove weekly
Watering	January – December	Monitor weekly
Miscellaneous Tasks		
Irrigation System Monitor and Maintenance	January – December	Twice monthly
Insect and Disease Control	January – December	Monitor weekly and control as occurs
Marin, Swales, Ditches, Catch Basin and Fences	January – December	Monitor weekly and control as occurs
Litter and Debris Removal	January – December	Once weekly
Picnic Area Maintenance	January – December	Once weekly
Edging	January – December	Once weekly during growing season
Dead Plant Removal	January – December	Monitor weekly
Tree Inspections	January – December	Monitor weekly
Product List Log	January – December	Monitor once a month

Notes: The **SCPR** Representative shall perform a weekly Maintenance Inspection on the last day of each week.

Addendum D

SOUTH CAROLINA WELCOME CENTER

INCIDENT REPORT

Welcome Center:

Date & Time of Report:

County:

PRT Employee Reporting Incident:

PRT Employee Completing This Form:

Date/Time Incident Occurred:

Traveler's Name(s):

Mailing Address(s):

Area Code/Phone Number(s):

Witness's Name(s) (if applicable):

Mailing Address(s):

Area Code/Phone Number(s):

Summary of Incident (type of authorities summoned and medical attention administered, if applicable):

Notified: Visitor Services Manager: ☐

SCPRT Contracts Manager: ☐

Local Contract Supervisor: ☐

State Contract Supervisor: ☐

The PRT employee reporting the incident has read this completed document and verifies the information contained in it is accurate to the best of his/her knowledge.

Yes: ☐ No: ☐ Verified on (Date/Time):

Initials: _____

The Welcome Center Manager was notified of the incident.

Yes: ☐ No: ☐ Verified on (Date/Time):

Initials: _____

Addendum E

HERBICIDE APPLICATION REPORT												
OrgUnit:		Approved Months for Application										Date:
Activity:		Work Description:										Work County:
402-HERBICIDE APPLICATION												
Proj#		Asset Group			Asset			Special Event				
Type	Route	Aux	BMP	EMP	Length	Direct	Pos	AccpUnit (Ac)	TIME	TEMP	WS	
LABOR												
OrgUnit		Employee #		Employee Name						Hrs Worked		
EQUIPMENT												
OrgUnit				Equipment		Equipment Description				Hours		
MATERIAL												
OrgUnit		Material Code		Material Description				(Total) Quantity Applied			UOM	
				Herbicide: Common Name: EPA Reg No.: LOT NO.:								
				Carrier: Water								
				Non-Ionic Surfactant:								
				Dye:								
				Anti-Drift:								
				Anti-Foam:								
COMMENTS												
Time (AM/PM):		Temperature (°F):		Weather: Sunny Cloudy Pt. Cloudy Clear		Wind Speed (mph): (must be ≤ 7 mph)		Method: Broadcast Spot		Calibration Date (MM/DD/YY):		Spray Width (ft):
Operating Pressure (psi):		Operating Speed (mph):		Herbicide Rate Amt/acre: _____ % Solution: _____		Spray Output (gpa): (from calibration)		Other Comments:				
NAME				SIGNATURE				LICENSE NO.				

Addendum F

Welcome Center Lost and Found Policy and Procedures

Any unclaimed property found by or turned into SCPRT staff must be given to the Welcome Center Manager. All items, including cash and checks, will be held for thirty (30) days before being sent to the SCPRT Central Office, Visitor Services, with the following exceptions:

- All perishable food and beverage items and soiled items that are emanating an odor will be disposed of immediately.
- Personal items and documents such as Credit Cards, Driver's Licenses, Birth Certificates, Social Security Cards, keys, etc. will be shredded after seven (7) days.
- Any illegal, unmarked, or mixed drugs or drug paraphernalia, syringes, suspicious or hazardous chemicals, suspicious packages, illegal pornographic materials, guns, knives or other weapons found must be immediately reported to State Highway Patrol.
- Any live domesticated animals found should be reported to the nearest animal shelter. Any atypical, non-domesticated, non-native live animals found should be reported to the Department of Natural Resources immediately.

All found items are to be reviewed, entered into the log book, labeled, placed in sealed envelopes and kept in a locked designated Lost & Found cabinet/drawer until such time it is claimed or sent to the Central Office. Any items found to contain cash or checks are to remain in the item in which it was found (i.e., wallet, envelope, etc.). There must always be a second person to witness the review process and storage of every item. Two persons, the finder and the manager, or the manager and a witness, must initial the logbook for each entry. In the absence of a Manager, the most senior full-time staff member on duty is responsible for reviewing, logging, placing the items in a labeled envelope and securing the items until the Manager is available.

The Manager should make a reasonable effort to contact the owner if an email, phone number or address is located on/in the item. Contact attempts must be entered into the log book. If an item is not claimed within the thirty day window, the Manager will enter the shipment date and details into the logbook.

In order to claim a lost item, the owner must describe as closely as possible the lost item to the Center's Manager. If ownership is established, the owner must sign out the item in the logbook. If an item is sent through the mail, the Manager will sign out the item, noting mail service details in the logbook. The owner must be informed that SCPRT is not responsible for the item once it is removed from the Welcome Center premises. The item must be sent by a traceable service and the receipt must be retained for six (6) months.

In the event a guest inquires about a lost item after the thirty days and the item has been sent to the Central Office, the Manager should contact the Visitor Services Manager regarding the items receipt and availability/claim-ability. Once the item is received by the Visitor Service Manager, it will be taken to the Finance Department to be routed to the State Surplus Property Program of the General Services Division of the SC Budget and Control Board.

Any profit made from the sale of Lost & Found items will go into the State's General Fund.

Failure to report found items or follow the outlined procedure will result in disciplinary actions up to and including termination of employment.

State Surplus Property Program Overview

For more information: <http://surplus.sc.gov/surplus/SP-state.phtm>

Surplus Property Office
1441 Boston Avenue
West Columbia, SC
(803) 896-6880

Schedule of Sale

When property is turned for disposal it is generally brought to the Boston Avenue location. On occasion, surplus property is sold on location at the agency if transportation of the item is problematic or expensive. The property is offered first to state and local governmental entities at established sale prices. It is next offered to eligible non-profit entities. If it has not been sold to a government or non-profit agency, it is offered for sale to the general public. These items for sale to the public are on display during the regular business hours of operation, and any member of the public may shop during these hours. Items that remain unsold at the established sale prices are offered periodically at [public auctions](#).

Auctions

After expiration of the sale cycles, auctions are conducted both at the Boston Avenue location as well as on-site at agencies where the amount of property is too large or cumbersome to be relocated. Notice of auction is given by advertisement in *The State* Newspaper on the Sunday preceding the auction.



OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should
- appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences. [09-9010-1

Exhibit C

	State of South Carolina AMENDMENT # 1 10/16/2025	Solicitation: 5400028841 Date Issued: 10/06/2025 Procurement Officer: ALICIA SANDERS Phone: 803-734-1302 E-Mail Address: asanders@scprt.com Mailing Address: SC Dept Parks, Recreation & Tourism Attn: Procurement 1205 Pendleton Street, Room 517 Columbia SC 29201-3757
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DESCRIPTION: **Grounds Maintenance for Hardeeville Welcome Center**

USING GOVERNMENTAL UNIT: **SC Department of Parks, Recreation & Tourism**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/22/2025 3:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/15/2025 12:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1**

CONFERENCE TYPE: **Pre-Bid Conference**
DATE & TIME: **10/14/2025 01:30:00**

LOCATION: **Hardeeville Welcome Center**
4968 Jasper HWY Hardeeville SC 29927

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **10/24/2025**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

Amendment 1

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)

AMENDMENT (JUN 2017) THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE “STATE’S RESPONSE” SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE “STATE’S RESPONSE” DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

The following questions have been received.

- 1) Should the pricing include an estimate of cost for mulch, or will that be priced and approved separately?

State’s Response: SCPRT Response: see # 45 of Scope of work- Payment Responsibilities

- 2) Who is the current contractor?

State’s Response: Landscaping & Mower Inc

- 3) What is the value of the current contract?

State’s Response: \$235,800.00

End of Amendment 1

Exhibit D

Solicitation#: 5400028841

Buyer: Wm J. Sanders

Tabulated By: Alicia Sanders

Witnessed By: [Signature]

Issue Date: 10-6-2025

Opening Date: 10-22-2023: DDM

Award Posting Date: 10/24/25

Mandatory Pre-Bid Conference Date/Time: 10/14/25 @ 1:30 Contract Term: 1yr 4 (1) yr Renewal

Certificate of Insurance Required: Y/N

Performance Bond Required: Y/N

Amendments#: 1

Solicitation Description: Grounds Maintenance - Hardeville WC

[illegible]

SC DEPT PARKS, RECREATION & TOURISM
ATTN: PROCUREMENT
1205 PENDLETON STREET, ROOM 517
COLUMBIA, SC 29201

Intent to Award
Posting Date: October 24, 2025

Solicitation: 5400028841
Description: GROUNDS MAINTENANCE-HARDEEVILLE WC
Agency: SC Dept. of Parks, Recreation & Tourism

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective 8:00 AM, **November 03, 2025**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO - MMO ADDRESS (MAR 2024)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us, or
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

Contract Number: 4400038312
Awarded To: SOUTHERN PALMETTO (7000117730)
5675 LOWCOUNTRY DRIVE
RIDGELAND SC 29936

Total Potential Value: \$ 203,215.80
Maximum Contract Period: November 03, 2025, through November 02, 2029

(1) year initial term with four (4) one-year renewals.

Item	Description	Unit Price	Total
00001	Ground Maintenance for Hardeeville WC	\$ 3,386.93	\$ 203,215.80

Procurement Officer
ALICIA SANDERS