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## Protest Decision

**Matter of:** Commercial Lawn & Turf, LLC

**File No.:** 2026-131

**Posting Date:** February 20, 2026

**Contracting Entity:** State Board for Technical and Comprehensive Education

**Solicitation No.:** 5400028673

**Description:** Landscaping & Ground Maintenance for Piedmont Technical College

### DIGEST

The Chief Procurement Officer (CPO) denies the protest of Commercial Lawn & Turf, LLC (CL&T) for failure to state a valid ground of protest, where the protest alleges that the bid price of the awarded vendor was unreasonably low. CL&T's protest 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 decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

On August 26, 2025, the State Board for Technical and Comprehensive Education (the Board) issued a solicitation for competitive sealed bids on behalf of Piedmont Technical College (the College) to provide landscaping and grounds maintenance services at the various campuses of the College. [Exhibit B] The Board subsequently issued three amendments. [Id.] The solicitation

sought bids on three lots. Each lot covered one or more of the College's campuses and the solicitation provided for award by lot. [Id.]

By the deadline for receipt of bids, the Board received 3 bids, including one from Think Big Pros LLC (TBP). [Exhibit C] TBP submitted the low bid on Lot 1 which covered the College's main campus in Greenwood. On February 2, 2026, the Board posted an Intent to Award a contract to TBP for Lot 1. [Exhibit D] On February 12<sup>1</sup>, CL&T protested the Board's intended award to TBP on the grounds that "[t]he proposed award amount of \$40,000 annually is approximately \$34,000 lower than the current price paid to fully service the Piedmont Technical College Greenwood Campus." CL&T further states "a proposed annual price of \$40,000, presents substantial concerns regarding both responsiveness to the scope of work and responsibility to perform the contract in accordance with the specifications." Elsewhere, CL&T states that TBP's bid price "raises serious concerns that the bid may be mathematically unbalanced, materially understated, or otherwise unsustainable." Construing CL&T's protest liberally, CL&T alleges that based only on TBP's bid price TBP's bid is nonresponsive to the requirements of the solicitation, TBP is a nonresponsive bidder, and TBP's bid is unbalanced.<sup>2</sup> In short, the entirety of CL&T's protest is a claim that TBP has bid an unreasonably low price.

## DISCUSSION

Whether stated in terms of responsiveness, responsibility, or otherwise, a bidder's claim that another bidder has bid an unreasonably low price is not a valid ground of protest. *In Re: Appeal by Catamaran, LLC*, Panel Case No. 2015-2; *see also, Ferguson Surveying and Engineering, B-244570.2*, 1991WL 243193, at \*1 (Comp. Gen. Nov. 8, 1991) ("A protester's claim that another

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<sup>1</sup> CL&T's letter of protest is dated January 9, 2026, an obvious typographical error. CL&T sent the letter to the CPO via email on February 12. [Exhibit A]

<sup>2</sup> Unbalanced bidding arises in cases of unit price bidding on various categories of work where the unit prices are unbalanced, i.e. one or more-unit prices are unreasonably high and others unreasonably low. The bidder unbalanced its bid on the belief that the listed quantities on the high-priced items are low and are high on the low-priced items. Thus, on paper, the bidder appears to be the low bidder but is, if its assumptions are correct, the high bidder. Often the bidder is an incumbent that knows more about the actual quantities than the agency. The evidence of unbalanced bidding is obvious on the face of the bid. This solicitation solicited a per year unit price for all work. While termed a unit price in the solicitation, this is essentially a lump sum annual price which is the same for each potential year of the contract. In short, there is no unbalanced bidding possible under the structure of this solicitation.

offeror has submitted an unreasonably low price or even that the price is below the cost of performance – *is not a valid basis for protest*. A bidder or offeror, in its business judgment, properly may decide to submit a price that is extremely low."); *Indeck Power Equipment Co.*, 8 - 259151.2, 1995 WL 150472, at \*2 (Comp. Gen. April 3, 1995) ("As the *inclusion of "unrealistically" low prices under some line items also does not violate any statute or regulation, Nationwide's preparing its bid in this manner does not provide a basis for rejecting it. In this regard, we have recognized that a bidder, for various reasons in its business judgment, may decide to submit a below-cost bid, and there generally is no basis for objecting to the submission or acceptance of such a bid*") (emphasis added); *PHT Corp.*, B-297313, 2005 WL 3533303, at \*3 (U.S. Comp. Gen. Dec. 8, 2005) ("[A] protestor's claim that an offeror submitted an 'unreasonably' low price- even that the price is below the cost of performance - is not a valid basis for protest. An offeror, in its business judgment, properly may decide to submit a price that is extremely low.").

## DECISION

For the reasons stated above, the CPO denies CL&T'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.

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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 CL&Ts, 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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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:** [Adam Whittle](#)  
**To:** [Protest-MMO](#)  
**Cc:** [livingston](#)  
**Subject:** [External] Official Protest – Contract No. 4400038918 / Solicitation 5400028673  
**Date:** Thursday, February 12, 2026 2:28:23 AM  
**Attachments:** [Official Protest of Intent To Award Contract 4400038918 .pdf](#)

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Dear Chief Procurement Officer,

Commercial Lawn & Turf, LLC (7000335700) hereby submits this **Official Protest** to the State's **Intent to Award** of Contract 4400038918 attached to this email.

Yours Truly,

Adam Whittle

Owner

Commercial Lawn & Turf, LLC

Commercial Lawn & Turf, LLC (Vendor #7000335700)  
203 Andrews Ave N  
Greenwood, SC 29646  
Adam@commerciallawncare.pro  
864-450-7443

January 9, 2026

To:  
Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

Re: Official Protest of Intent to Award  
Contract Number: 4400038918  
Solicitation Number: 5400028673

Dear Chief Procurement Officer,

Pursuant to S.C. Code Ann. § 11-35-4210, Commercial Lawn & Turf, LLC hereby submits this formal written Protest of the Intent to Award Contract No. 4400038918 under Solicitation No. 5400028673.

Commercial Lawn & Turf, LLC was an actual bidder and is an aggrieved party with standing to protest this procurement decision.

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## **GROUNDNS FOR PROTEST**

### **I. RESPONSIVENESS AND RESPONSIBILITY**

Under the South Carolina Consolidated Procurement Code, contracts awarded by competitive sealed bidding pursuant to § 11-35-1510 and § 11-35-1520 must be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the solicitation.

Commercial Lawn & Turf respectfully submits that the apparent awardee, Think Big Pros, LLC (581 Heron Glen Dr, Columbia, SC 29229), at a proposed annual price of \$40,000, presents substantial concerns regarding both responsiveness to the scope of work and responsibility to perform the contract in accordance with the specifications.

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## II. PRICE DISCREPANCY AND MATHEMATICAL IMBALANCE

The proposed award amount of \$40,000 annually is approximately \$34,000 lower than the current price paid to fully service the Piedmont Technical College Greenwood Campus at 620 Emerald Road N, Greenwood, SC.

The scope of services includes, but is not limited to:

- 43 lawn maintenance visits annually (40–56 labor hours per visit depending on season)
- Shrub trimming totaling approximately 80 labor hours, three times per year (6 visits)
- Installation of approximately 180 cubic yards of mulch, three times per year (18 visits), (3 men spreading 30 yards of mulch per day, only obtainable if you have a 16'+ dump trailer.)

These labor benchmarks were established after 18 months of actual performance at this campus.

At \$40,000 annually, the total compensation equates to approximately \$597.01 per visit when accounting for the total number of required site visits (approximately 67 visits annually).

If a five-person crew were compensated conservatively at (8hours x \$15) \$120 per employee per day, labor alone would total \$600 per visit, leaving nothing to cover:

- Fuel for round-trip travel from Think Big Pro's to Greenwood (approximately 86 miles one way)
- Fuel for commercial mowing equipment
- Two-cycle fuel for blowers, trimmers, and hedge trimmers
- Consumables such as string line, blades, and filters
- Equipment depreciation, insurance, and overhead

This calculation proves no margin for profit, administrative cost, or unforeseen contingencies.

This Does Not Include The 3-4 hours of ride time traveling from Columbia to Greenwood and back.

Additionally, during peak growing season, servicing the Greenwood Campus requires up to seven personnel working eight-hour days (56 labor hours) for lawn maintenance alone. At the proposed contract price, the awarded vendor would not recover sufficient compensation to perform shrub trimming and mulching services in compliance with contract standards.

The price of \$40,000 raises serious concerns that the bid may be mathematically unbalanced, materially understated, or otherwise unsustainable. A bid that is unrealistically low may indicate inability to perform in accordance with specifications and may expose the State to risk of nonperformance, change orders, diminished service quality, or contract default.

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III. CURRENT OPERATIONAL COSTS & BREAKDOWN OF OUR BID PRICE  
SUBMITTED (\$78,000)

- October - May, 5 men. Crew Lead \$200, Foreman \$175, Laborer \$120 x 3 (Employee Pay)
- June - Sept, 7 men. Crew Lead \$200, Foreman \$175, Laborer \$120 x 5 (Employee Pay)
- Equipment Used: 2 Trucks & Trailers, 5 Scag Cheetah II Mowers(\$90k), 1 Stand-On Blower(\$12,000), 3 Blowers(\$2400), 5-7 Weedeaters(\$390each), Edger, 3 Hedge Trimmers.

- October - May (40 man hours per service, 5 men per service) (25 visits)  
(Labor \$735, Gasoline & Mixed Fuel \$75) (Labor & Fuel Cost \$810 x 25= **\$20,250**)
- June - September (56 man hours per service, 7 men per service) (18 visits)  
(Labor \$975, Gasoline & Mixed Fuel \$75) (Labor & Fuel Cost \$1050 x 18= **\$18,900**)
- Shrub Trimming (80 man hours per service, 3 x year) \$1620 x 3= **\$4,860**  
(Crew Lead, Foreman, Laborer x 3) (3 x year)
- Mulch (144 man hours per application, 3 x year) \$2970 x 3= **\$8,910**  
(Crew Lead, Foreman, Laborer) (3 x year.)
- Annual Spreading of Rye Seed **\$810**
- Annual Spreading of Fertilizer **\$810**
- Herbicide for Beds **\$1,200**
- Spraying Beds **\$3,120**
- Annual Amount For Insurance Coverage For PTC **\$2,000**
- Equipment Depreciation & Repair **\$2,000**
- Overhead (1/5 of annual mower payments) **\$2,400**
- Administrative Cost **\$1,200**

ANNUAL COST TOTAL	<b>\$66,460</b>
PROPOSED BID AMOUNT	\$78,000
PROFIT BEFORE TAXES	<b>\$11,540</b>
TAX	<b>\$2,308</b>
ANNUAL PROFIT	<b>\$9,232</b>

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IV. RESPONSIBILITY AND OPERATIONAL CAPACITY CONCERNS

Think Big Pros, LLC is located approximately 86 miles from the service location. This results in an estimated 170+ mile round trip for each service visit.

Given the frequency of required visits and the size of the campus, this geographic distance materially impacts:

- Crew travel time and paid labor hours
- Fuel and equipment transport costs
- Responsiveness to urgent or weather-related service needs
- Ability to maintain consistent service standards

The operational logistics required to transport multiple trucks, trailers, and personnel on a weekly basis at the proposed price further support concern that the bid does not reflect the true cost of performance.

Under South Carolina procurement law, a responsible bidder must have the capability in all respects to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

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## V. CONCLUSION

Commercial Lawn & Turf, LLC has extensive direct experience servicing this campus and has established actual labor and operational benchmarks necessary to meet the contractual standards. The apparent award price of \$40,000 annually does not reasonably align with the documented scope of work and required labor commitment.


For these reasons, Commercial Lawn & Turf respectfully requests reconsideration of the Intent to Award and a full review of the apparent awardee's responsiveness and responsibility under the South Carolina Consolidated Procurement Code.

Thank you for your prompt attention to this matter.

Respectfully submitted,

Adam Whittle  
Owner  
Commercial Lawn & Turf, LLC

# Exhibit B

	<b>State of South Carolina</b>	Solicitation: 5400028673
	<b>Invitation For Bid</b>	Date Issued: 08/26/2025 Procurement Officer: TERESA LIVINGSTON Phone: 8038965310 E-Mail Address: livingstont@sctechsystem.edu Mailing Address: SC Technical College System Attn: Procurement Office 111 Executive Center Drive, Suite 106 Columbia SC 29210

DESCRIPTION: **Landscaping & Ground Maintenance for Piedmont Technical College**

USING GOVERNMENTAL UNIT: **State Board for Tech & Comprehensive Ed**

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

SUBMIT OFFER BY (Opening Date/Time): **09/22/2025 10:00 AM, Eastern Standard Time** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/11/2025 10:00 AM, Eastern Standard Time** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Online Bidding Preferred**

CONFERENCE TYPE: **Non Mandatory**

DATE & TIME: **09/10/2025 10:00 AM, Eastern Standard Time**

LOCATION: **TBD**

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

AWARD &  
AMENDMENTS

Award will be posted on **09/29/2025**. 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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME 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](http://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	

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 <b>(check only one)</b>	_____ Order Address same as Notice Address <b>(check only one)</b>

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](http://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)]

**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)**

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## I. SCOPE OF SOLICITATION

South Carolina State Board for Technical & Comprehensive Education (SBTCE)/SC Technical College System is seeking qualified vendors to provide ground maintenance and landscaping services for Piedmont Technical College (PTC) in accordance with the specifications herein.

Piedmont Technical College campus provides educational services at the following locations:

<b>Greenwood - Main Campus</b> 620 N. Emerald Road Greenwood, SC 29646	<b>Laurens Campus</b> 663 Medical Ridge Road Clinton, SC 29325
<b>Abbeville Campus</b> 143 Highway 72 W Abbeville, SC 29620	<b>McCormick Campus</b> 1008 Kelly Street McCormick, SC 29835
<b>Edgefield Campus</b> 506 Main Street Edgefield, SC 29824	<b>McCormick Campus</b> 1008 Kelly Street McCormick, SC 29835
<b>Laurens Campus</b> 663 Medical Ridge Road Clinton, SC 29325	<b>Newberry Campus</b> 1922 Wilson Road Newberry, SC 29108
<b>Saluda Campus</b> 4391 Batesburg Highway Saluda, SC 29138	<b>Center for Advanced Manufacturing</b> 109 Innovation Drive Laurens, SC 29360

### 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]

### MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **10/02/2025** End date: **10/01/2030**. 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]

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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](http://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. [02-2A032-2]

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. [02-2A032-2]

## **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 (APR 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

(a) You certify that, 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 a significant 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)] [02-2A050-1]

## **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]

### **MULTIPLE OFFERS (MAR 2024)**

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

### **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]

### **PRICING (MAR 2024)**

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

### **PROTESTS (MAR 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 DocReq@mmo.sc.gov. 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](http://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 (MODIFIED)

**Email questions to:** [Livingstont@sctechsystem.edu](mailto:Livingstont@sctechsystem.edu)

**Subject line:** 54000-Landscaping and Ground Maintenance for PTC

**Date:** September 11, 2025      **Time:** 10:00 AM. Eastern Standard Time

(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/IMPROPER OFFERS (JUN 2015)

- (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
- (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## 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]

#### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

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 Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

#### **VENDOR REGISTRATION MANDATORY (MODIFIED):**

**It is highly recommended not to wait until the last minute to complete the vendor registration, this process could take up to 45 days or more.**

**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](http://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. 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

### CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **09/10/2025 10:00 AM, Eastern Standard Time**

Location of Pre-Bid/Proposal Conference: **Piedmont Technical College  
620 Emerald Rd, North  
Facility Conference Room  
Greenwood, SC 29646**

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]

**The site visit for the Main Campus in Greenwood will be held immediately after the Prebid conference on September 10, 2025.**

### OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

NOTE: It is highly recommended that offerors do not wait until the last minute to submit online offers.

(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](http://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.

If you encounter problems submitting your bid, you may:

- i. contact the SCEIS Service Desk at (803) 896-0001 (select option 1 for SCEIS help); or,
- ii. submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

### 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](http://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]

### **PROTEST - CPO - MMO ADDRESS (JUN 2006)**

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](mailto:protest-mmo@mmo.state.sc.us) , (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

### **SITE VISIT -- BY APPOINTMENT (MODIFIED)**

1. All site visits for the **external campus are by appointments only**, no pop-up campus visits will be allowed.
2. To schedule a site visit contact **Brian McKenna at 864-941-8314**
3. **No site visits will be scheduled** after the Close of Business (5:00 pm, Eastern Standard Time) on **September 9, 2025**.

**The site visit for the Main Campus in Greenwood will be held immediately after the Prebid conference on September 10, 2025.**

[02-2B140-1]

### **UNIT PRICES REQUIRED (JAN 2006)**

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

## **III. SCOPE OF WORK/SPECIFICATIONS**

Piedmont Technical College (PTC) opened in the fall of 1966. PTC has grown into a multi-service, two-year comprehensive college offering numerous educational opportunities in college transfer credit and noncredit health, public service, business, industrial engineering, nuclear and computer technology programs.

PTC currently has eight campus locations within the College service areas. **See attachment A- H – Campus Maps** for detailed overview of the various campus demographic. As PTC serves the community, it is important to ensure its appearance is maintained to the highest standards for students, faculty, staff and visitors.

The scope of this contract is to establish a contract Grounds and Landscaping Services for Piedmont Technical Colleges Campuses.

**A. Services Required and Frequency Internals**

1. Property includes all grass areas, around trees, ornamental shrubs, sidewalks, recreational areas, parking areas and the related grounds All lawn areas will be mowed beginning in April<sup>1st</sup> through November 30<sup>th</sup> every week (4 times a month). December 1<sup>st</sup> through March 31<sup>st</sup> bi-weekly (every other week). Total of 17 weeks in the winter and 35 weeks in the summer.
2. County Campuses – Contractor must allocate time for each campus sites to accomplish the same duties as outlined in the scope herein of this solicitation.
3. Services rendered to the County Campus sites will be conducted from Monday thru Thursday 8:00 AM until 5:00 PM. Greenwood Campus has the same schedule, but Fridays are open for work between 8:00 AM until 5:00 PM.
4. Contractor Affidavit must be signed by a PTC representative to ensure services was complete to the County Campus Directors approval.
5. The Contractor is responsible to furnish all equipment, tools and chemicals necessary to perform the services herein outlined in this solicitation.
6. The Contractor shall provide a level of maintenance and performance that will present a clean and neat appearance upon completion of work. Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of Facilities Management. The Facilities Management representative shall be the sole judge as to whether Contractor’s work conforms to the scope of services.
7. The Contractor shall furnish all materials as listed in contract unless otherwise stated including, equipment, and adequate manpower to perform the work of this contract. The Contractor shall submit a list containing the names of the manufacturer of all equipment, and materials of this contract with Piedmont Technical College. Piedmont Technical College reserves the right of approval. Piedmont Technical College assumes no responsibility for damage or theft of the Contractor's Materials or Equipment. Piedmont Technical College assumes no responsibility for damage to or theft of the Contractor employees' personal belongings brought into the campus.
8. Contractor is responsible for all the following in regards to this solicitation.

**B. Moving**

1. All lawn areas will be mowed beginning in **April<sup>1st</sup> through November 30<sup>th</sup>** every week (4 times a month). December 1<sup>st</sup> through March 31 bi-weekly (every other week). Total of 17 weeks in the winter and 35 weeks in the summer.
2. The grass shall be cut to a height of 3-3.5” in the spring and fall and 2-2.5” in summer. The contractor shall mow and trim all grass areas during growing and non-growing season
3. Special care will be taken when mowing, edging or weed eating in the presence of the public (faculty, staff, students or visitors)
4. Moving, edging weed eating against or toward vehicles is prohibited.
5. Equipment will not be used or moved in the breezeway located throughout PTC campuses.
6. If damage is caused by the Contractor’s equipment or laborers, the contractor will assume sole responsibility for all damages.
7. Mowing must be done in a manner that does not leave tire marks or damage to turf around trees.
8. Grass clippings will not be allowed to accumulate at any time
9. Clipping will be bagged and/or “wind-rows” will be raked. One area of the lawn should be completed (including edging, trimming and blowing sidewalks, parking lots, etc.) before moving to another area. A neat, well-groomed appearance must be maintained areas throughout the year.
10. Extreme care must be taken to prevent damage to property (HVAC units, posts, columns, signs, lights, etc. Any damage to the College property must be reported immediately to the Campus Facilities Director.
11. Weeding – All overgrown grass areas, and trim shall be weeded every two weeks.
12. Trash and debris must be picked up and disposed of in the proper receptacles.
13. Blowing - All hard surfaces (i.e. curbs, sidewalks, driveways) will be blown free of all minor clippings and debris immediately following each visit. The bulk of the clippings etc. from mowing will be removed from the site. All surface parking spaces shall be blown and clear of debris.
14. Preventative Services – All grass areas shall be treated with preventative weed control.
15. The Contractor is responsible for reporting any caused property damage immediately. The Contractor will be responsible for any costs associated to fix or replace all damage.
16. Bed Maintenance: Pruning, Leaf control & Plants. Weeding and replenishing all beds.

**C. Edging**

1. The Contractor shall edge with an approved edger on all sidewalks, drives, curbs and around all objects or structures at each scheduled cutting.
2. Chemicals cannot be used for control for these on sidewalks, drives and curbs.
3. Dirt and clipping will be swept and blown from the sidewalk immediately after completing of edging.
4. Requirements for ground preparation for special events will be coordinated with the Contractor to permit normal work scheduled to be adapted to meet the college needs. Where extra service is required, then Contractor shall provide a service rate at the request if it is outside the normal contracted service.
5. Consideration of all factors will help determine the rate of reimbursement for such occurrences. The Contractor will be compensated for major clean up after stores or special events using extra labor provisions.

**D. Leaf Control**

1. Leaf removal is required weekly during the month of October, November, and December.
2. The Contractor will rake; vacuum and removal all leaves from the grassed areas.
3. All trash must be put into the dumpster located
4. Current level of Performance
5. All boundary fences and ditches are to be maintained to be clear of grass.

**E. BEDS MAINTENANCE:**

Weeding and replenishing all beds shall be part of this contract. All beds and areas with ground cover will be cleaned/refreshed monthly for a manicured appearance. A manicured appearance is defined as weed and grass control for the purposes of the beds. This is a scheduled critical task. Herbicides and “hand pulled” methods will be used for continuous weed control. Beds include but not limited to – parking lot islands, planted areas, dividing sections and manicured areas. If plants or beds are damaged due to chemical control of weeds, the contractor will be responsible for the replacement.

**F. PRUNING:**

Pruning shall be in a manner appropriate to the natural character and growth of each plant and done three(3) times a year, March, July, November for shrubbery and February for trees. All plants will be pruned as necessary to maintain appearance as designated in the contract. All suckers or exceptional growth, and all damaged or broken branches shall be removed during regular service. A well-manicured appearance must be maintained. Branches and clippings will be removed on the same day of pruning. Mature trees and shrubs will not be allowed to grow within two (2) feet of building walls. Trees or shrubs adjacent to building will not be allowed to grow above the roof line and will be pruned back from the bottom allowing air circulation. All limbs that fall from natural causes will be removed by the contractor.

1. Requirements for grounds preparation for special events will be coordinated with Contractor to permit normal work schedule to be adapted to meet needs. Where extra service is required, the Contractor shall provide such service at an agreed upon rate.
2. Services required because of unusual weather phenomenon will be mutually agreed upon by the Contractor and Piedmont Technical College. Consideration of all factors will help determine the rate of reimbursement for such occurrences. The Contractor will be compensated for major clean-up after storms or special events using extra labor provisions. Fertilizer will be applied to all grassy areas once per year during Piedmont Technical College’s Spring Break (date to be determined). Piedmont Technical College will provide fertilizer, but the contractor is responsible for the amount of Fertilizer needed to complete the task.
3. Winter Rye Seed sown once a year in September, using broadcast method. Piedmont Technical College will provide winter rye seed, but the contractor is responsible for the amount of Seed needed to complete the task.

**G. MATERIALS, EQUIPMENT, CHEMICALS, AND SUPPLIES**

1. The Contractor will be responsible for labor and to provide materials (unless noted that Piedmont Technical College will provide material).
2. Over seeding shall be performed in 2024, 2027, etc. (Every 3 Years). The preferred method is the spike method. Piedmont Technical College will provide the seed and will determine the schedule for this process.
3. Lime will be applied in 2024, 2026, etc. (Every 2 Years) of contract between March – April of the Fiscal Year. Piedmont Technical College will provide the lime.
4. The Contractor shall provide herbicides and chemicals needed for shrub care and weed control in and around beds and sidewalks.
5. All chemicals proposed to be used in the operation of this contract must be approved by Facilities Management. This includes weed killers, growth retardants, reemergence, herbicides, and pesticides with the primary focus on flower and shrub beds.
- 6.

7. Ground cover shall be applied for a 2” coverage. This will be a continual process during the regular service for Bed Maintenance. PTC will provide ground cover, which will be located on the Greenwood Campus for distribution to all sites unless local vendors in the area of the Campuses can be found.
8. The Contractor will be responsible for the hauling and distribution of the ground cover. This will be the responsibility of the Contractor as a part of this contract.
9. Fertilize trees with the detailed schedule that the Contractor must supply prior to the start of work. The schedule must include the number applications, the date of applications, the products the Contractor plans to apply, and copy of the Material Safety Data Sheet (MSDS) for all of the chemicals proposed to fertilize the trees and shrubs. The property manager--prior to work starting--must approve the plan.

#### **H. CONTRACTOR'S EMPLOYEES**

1. All personnel assigned by the Contractor for the performance of the work of this shall be a minimum of 18 years old employees, qualified for this type work. Recommend a minimum of six months experience as a Grounds Maintenance Technician.
2. The Contractor shall submit the names, addresses, and phone numbers of all his personnel engaged in the work of this contract and submit updated lists as changes occur to Facilities Management.
3. All employees of the contractor must wear a uniform with the company's name.
4. Prior to offering employment, all of the Contractor's employees will be screened by the Contractor.
5. Fraternalization is not allowed between the contractor's personnel and Technical College students.
6. All Contractor personnel must conduct themselves in a safe, courteous and professional manner while on PTC's premises. Fraternalization between the Contractor's employees and PTC's students, faculty or staff is prohibited. Rude, abusive or degrading behavior will not be permitted on the job site. Heckling and/or catcalling directed towards students, faculty or staff or any other person on PTC's property is prohibited. Any violation of the rules may result in contract termination with no expense to the College.
7. In accordance with PTC policy ([see policy here](#)), the use of tobacco, tobacco-related or electronic cigarettes are not permitted on campus.
8. At any time, the Contractor may be asked by PTC to submit a criminal background check for its employees and/or subcontractor(s). The background check must include criminal conviction and sex and violent offender registry check. PTC will not be responsible for any costs associated with the background checks

#### **I. SUPERVISION**

All service completed on Piedmont Technical College campus/sites shall be adequately supervised. All supervisors assigned by the Contractor for the performance of the work of this contract shall have experience in yards and grounds supervision (minimum of one year) sufficient in a scope and depth to meet the approval of an authorized agent of Piedmont Technical College.

#### **J. SERVICE**

Off Campuses – the supervisor will be required to sign in and out with the staff at the Off-Campus sites for each service. If service occurs during off hours/schedule, notify Campus Police by calling 864-941-8000

#### **K. Contracting Officer Representative**

1. There shall be a designated Contracting Officer's Representative (COR). The CORs may be changed at any time by the Using Entity without prior notice to the contractor and without modification to the contract. The CORs are as follows:

Name: Craig Mayo  
E-mail: [mayo.w@ptc.edu](mailto:mayo.w@ptc.edu)  
Telephone: (864) 941-8335

2. The responsibilities and limitations of the COR are as follows:
  - a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
  - b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

**L. Provisions**

- 1. PTC will provide all edging, shrub cutting, mulch/pine straw, flower bed maintenance and leaf control during fall/winter months.

**M. Communications Plan**

Site Visits-Periodic Walk through will be required with a member of PTC Campus staff. Any deficiencies noted will be corrected by the Contractor at no additional cost to PTC. These will be scheduled quarterly or on an ad hoc basis with a staff member PTC Facilities Department.

**N. End of Contract Concerns**

Until the end of the contract, the Contractor is responsible for keeping lawn/ landscaping free of debris and well-manicured.

**O. Invoices**

Each weekly service will be shown on one invoice for each location. Each invoice must include the date of service, location, and amount as per contract. Invoices will not be processed until all Grounds Contractor Affidavit have been submitted.

**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: **See page 3**  
[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]

**PROTEST - CPO - ITMO ADDRESS (MAR 2024)**

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov, or

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-2]

**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://smbcc.sc.gov> (.) [04-4015

## 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](http://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:

(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 BY LOT (JAN 2006)**

Award will be made by complete lot(s). [06-6015-1]

### **AWARD CRITERIA -- BIDS (JAN 2006)**

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

### **CALCULATING THE LOW BID**

[06-6050-1]

### **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 AWARDED PURSUANT TO CODE (MAR 2024)**

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

#### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (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 herein, the terms and conditions of all such documents 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 (JAN 2006)**

(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]

#### **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 (JAN 2006)**

(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) upon 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. [07-7A050-1]

**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]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

(a) You certify that, 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 a significant 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]

**ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractors has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

**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]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not

terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

### **ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://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]

#### **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

#### **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 ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (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), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B175-1]

#### **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]

#### **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

#### **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]

#### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090days prior to the expiration of the then current term. [07-7B250-1]

#### **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**

**All potential Offers must complete Attachment I - Bidding Schedule Breakdown to their online offer. The bidding schedule and the bidding schedule breakdown must be submitted for each campus location.**

**BIDDING SCHEDULE (NOV 2007)**

**Lot 1**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	5	Years		
<b>Product Catg.:</b> 98836 - Grounds Maintenance: Mowing Plant (not tree) etc.				
<b>Item Description:</b> Landscaping Services and Grounds Maintenance				
<b>Tendering Text:</b> Potential value of the 5 - year contract for the following campus: Piedmont Technical College Greenwood - Main Campus See section III. Scope of Work/Specifications				
<b>Internal Item Number:</b> 1				
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	<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**All potential Offers must complete Attachment I - Bidding Schedule Breakdown to their online**

**offer. The bidding schedule and the bidding schedule breakdown must be submitted for each campus location.**

## Lot 2

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	5	Years		
<b>Product Catg.:</b> 98836 - Grounds Maintenance: Mowing Plant (not tree) etc.				
<b>Item Description:</b> Landscaping Services and Grounds Maintenance				
<b>Tendering Text:</b> Potential value of the 5 - year contract for the following campus: Piedmont Technical College Greenwood - Newberry, Laurens, LCAM Campus. See section III. Scope of Work/Specifications				
<b>Internal Item Number:</b> 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 <a href="http://WWW.Procurement.SC.Gov/Preferences">WWW.Procurement.SC.Gov/Preferences</a>	Mandatory	No	<input type="checkbox"/> Yes	<input type="checkbox"/> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes	<input type="checkbox"/> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**All potential Offers must complete Attachment I - Bidding Schedule Breakdown to their online offer. The bidding schedule and the bidding schedule breakdown must be submitted for each**

**campus location.**

**Lot 3**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	5	Years		
<b>Product Catg.:</b> 98836 - Grounds Maintenance: Mowing Plant (not tree) etc.				
<b>Item Description:</b> Landscaping Services and Grounds Maintenance				
<b>Tendering Text:</b> Potential value of the 5 - year contract for the following campus: Piedmont Technical College Saluda, Edgefield, McCormick and Abbeville. See section III. Scope of Work/Specifications				
<b>Internal Item Number:</b> 3				
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 <a href="http://WWW.Procurement.SC.Gov/Preferences">WWW.Procurement.SC.Gov/Preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## **IX. ATTACHMENTS TO SOLICITATION**

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation

:

**Attachment A – Greenwood Campus Map**

**Attachment A.1 – Greenwood Wellness Center Map**

**Attachment B. Newberry Campus Map**

**Attachment C. Laurens Campus Map**

**Attachment D. – LCAM – Laurens Center for Advance Manufacturing**

**Attachment E. – Saluda County Campus Map**

**Attachment F – Edgefield Campus Map**

**Attachment G. - McCormick County Campus Map**

**Attachment H – Abbeville County Campus**

**Attachment I- Bidding Schedule Breakdown**

**Attachment J - BIDDER REFERENCE SHEET**

**Attachment K - OFFEROR'S CHECKLIST**

**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]

Attachment A - Greenwood Campus Map



Main Campus – GWD

O'Dell Center for Advance Manufacturing

Attachment A.1 - Greenwood Wellness Center Map



Greenwood PTC- Wellness Center

Attachment B - Newberry Campus Map



Newberry County Campus

Attachment C - Laurens Campus Map



Attachment D - LCAM - Laurens Center for Advance Manufacturing



LCAM- Laurens Center for Advance Manufacturing

Attachment E - Saluda County Campus Map



Saluda County Campus

Attachment F - Edgefield Campus Map



Edgefield County Campus

Attachment G - McCormick County Campus Map



McCormick County Campus

Attachment H - Abbeville County Campus



Abbeville County Campus



**Attachment I – Bidding Schedule Breakdown**

**NOTE: Must be submitted with online offers.**

**Piedmont Technical Bidding Schedule Breakdown  
Landscaping and Ground Maintenance**

Lot 1	Greenwood Campus	Monthly fee	Year 1	Monthly fee	Year 2	Monthly fee	Year 3	Monthly fee	Year 4	Monthly fee	Year 5
			0	0	0	0	0	0	0	0	0
<b>Total 5 Yr</b>											

Lot 2	Newberry, Laurens, LCAM Campuses	Monthly fee	Year 1	Monthly fee	Year 2	Monthly fee	Year 3	Monthly fee	Year 4	Monthly fee	Year 5
			0	0	0	0	0	0	0	0	0
<b>Total 5 Yr</b>											

Lot 3	Saluda, Edgfield, McCormick, Abbeville Campuses	Monthly fee	Year 1	Monthly fee	Year 2	Monthly fee	Year 3	Monthly fee	Year 4	Monthly fee	Year 5
			0	0	0	0	0	0	0	0	0
<b>Total 5 Yr</b>											



**ATTACHMENT Ia – Bidding Schedule Breakdown)**

**Landscaping & Ground Maintenance Piedmont Technical College Main Campus**

**OPTIONAL PRICING:**

**Price per hour for additional services and supplies as requested by the college:**

**Supervisor:** \$ \_\_\_\_\_ **Per Hour**

**Laborer:** \$ \_\_\_\_\_ **Per Hour**

**Tractor with Laborer/Operator:** \$ \_\_\_\_\_ **Per Hour**

**Flat Dump/Stake Body Truck with Laborer/Operator:** \$ \_\_\_\_\_ **Per Hour**

**Parking Lot Cleaning Service:**

**This service must be performed by a Commercial Parking Lot Sweeping Truck. The college will determine the frequency and dates.**

**Price per each service:** \$ \_\_\_\_\_

**ATTACHMENT Ib – Bidding Schedule Breakdown)**

**Landscaping & Ground Maintenance Piedmont Technical College Newberry, Laurens, LCAM  
Campuses**

**OPTIONAL PRICING:**

**Price per hour for additional services and supplies as requested by the college:**

**Supervisor: \$ \_\_\_\_\_ Per Hour**

**Laborer: \$ \_\_\_\_\_ Per Hour**

**Tractor with Laborer/Operator: \$ \_\_\_\_\_ Per Hour**

**Flat Dump/Stake Body Truck with Laborer/Operator: \$ \_\_\_\_\_ Per Hour**

**Parking Lot Cleaning Service:**

**This service must be performed by a Commercial Parking Lot Sweeping Truck. The college will determine the frequency and dates.**

**Price per each service: \$ \_\_\_\_\_**

ATTACHMENT Ic – Bidding Schedule Breakdown)

**Landscaping & Ground Maintenance Piedmont Technical College – Saluda, Edgefield,  
McCormick, Abbeville Campuses**

**OPTIONAL PRICING:**

**Price per hour for additional services and supplies as requested by the college:**

**Supervisor:** \$ \_\_\_\_\_ **Per Hour**

**Laborer:** \$ \_\_\_\_\_ **Per Hour**

**Tractor with Laborer/Operator:** \$ \_\_\_\_\_ **Per Hour**

**Flat Dump/Stake Body Truck with Laborer/Operator:** \$ \_\_\_\_\_ **Per Hour**

**Parking Lot Cleaning Service:**

**This service must be performed by a Commercial Parking Lot Sweeping Truck. The college will  
determine the frequency and dates.**

**Price per each service:** \$ \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT J

### BIDDER REFERENCE SHEET

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last two (2) years:

<b>1. Agency or Firm Name:</b>	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	

Type of Service:	
Dates(s) when service provided	
<b>3. Agency or Firm Name:</b>	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

**ATTACHMENT K 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.





# State of South Carolina

## Invitation For Bid

Solicitation: 5400028673  
 Date Issued: 08/26/2025  
 Procurement Officer: TERESA LIVINGSTON  
 Phone: 8038965310  
 E-Mail Address: livingstont@sctechsystem.edu  
 Mailing Address: SC Technical College System  
 Attn: Procurement Office  
 111 Executive Center Drive, Suite 106  
 Columbia SC 29210

DESCRIPTION: **Landscaping & Ground Maintenance for Piedmont Technical College**

USING GOVERNMENTAL UNIT: **State Board for Tech & Comprehensive Ed**

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

SUBMIT OFFER BY (Opening Date/Time): **09/22/2025 10:00 AM, Eastern Standard Time** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/11/2025 10:00 AM, Eastern Standard Time** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Online Bidding Preferred**

CONFERENCE TYPE: **Non Mandatory**  
 DATE & TIME: **09/10/2025 10:00 AM, Eastern Standard Time**

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

LOCATION:  
**Piedmont Technical College**  
**620 Emerald Rd, North**  
**Facility Conference Room**  
**Greenwood, SC 29646**

### AWARD & AMENDMENTS

Award will be posted on **09/29/2025**. 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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME 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](http://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)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> 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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (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](http://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)]

**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)**

**AMENDMENT # 1**

**Solicitation # 5400028673–AMENDMENTS TO SOLICITATION (JAN 2004)**

**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](http://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]

**The non-mandatory prebid conference will be held at 10:00 AM on September 10, 2025 at:**

**Piedmont Technical College  
620 Emerald Rd, North  
Facility Conference Room  
Greenwood, SC 29646**

**END OF THE AMENDMENT**



# State of South Carolina

## Amendment Number Two

Solicitation: 5400028673  
 Date Issued: 09/15/2025  
 Procurement Officer: TERESA LIVINGSTON  
 Phone: 8038965310  
 E-Mail Address: livingstont@sctechsystem.edu  
 Mailing Address: SC Technical College System  
 Attn: Procurement Office  
 111 Executive Center Drive, Suite 106  
 Columbia SC 29210

DESCRIPTION: **Landscaping & Ground Maintenance for Piedmont Technical College**

USING GOVERNMENTAL UNIT: **State Board for Tech & Comprehensive Ed**

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

SUBMIT OFFER BY (Opening Date/Time): **10/09/2025 10:00 AM, Eastern Standard Time** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/18/2025 10:00 AM, Eastern Standard Time** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Online Bidding Preferred**

CONFERENCE TYPE: **Non Mandatory**

DATE & TIME: **09/10/2025 10:00 AM, Eastern Standard Time**

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

LOCATION:

**Piedmont Technical College  
620 Emerald Rd, North  
Facility Conference Room  
Greenwood, SC 29646**

AWARD &  
AMENDMENTS

Award will be posted on **10/16/2025**. 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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME 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](http://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**

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

**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)**

## AMENDMENT # 1

### Solicitation # 5400028673 – AMENDMENTS TO SOLICITATION (JAN 2004)

#### 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](http://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]

**The deadline to submit questions has been extended to **Thursday, September 18, 2025**; there is no change in the submission time.**

**The submission date has been changed to **Thursday, October 9, 2025**.**

**The intent to award posting date has been revised to **Thursday, October 16 2025**.**

**END OF THE AMENDMENT**



# State of South Carolina

## Amendment Number Three

Solicitation: 5400028673  
 Date Issued: 10/01/2025  
 Procurement Officer: TERESA LIVINGSTON  
 Phone: 8038965310  
 E-Mail Address: livingstont@sctechsystem.edu  
 Mailing Address: SC Technical College System  
 Attn: Procurement Office  
 111 Executive Center Drive, Suite 106  
 Columbia SC 29210

DESCRIPTION: **Landscaping & Ground Maintenance for Piedmont Technical College**

USING GOVERNMENTAL UNIT: **State Board for Tech & Comprehensive Ed**

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

SUBMIT OFFER BY (Opening Date/Time): **10/15/2025 10:00 AM, Eastern Standard Time** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/18/2025 10:00 AM, Eastern Standard Time** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Online Bidding Preferred**

CONFERENCE TYPE: **Non Mandatory**

DATE & TIME: **09/10/2025 10:00 AM, Eastern Standard Time**

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

LOCATION:

**Piedmont Technical College  
620 Emerald Rd, North  
Facility Conference Room  
Greenwood, SC 29646**

AWARD &  
AMENDMENTS

Award will be posted on **10/22/2025**. 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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OFFEROR

(full legal name of business submitting the offer)

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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](http://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)

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	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> 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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (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](http://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)]

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\_\_\_\_\_ In-State Office Address same as Home Office Address    \_\_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

## AMENDMENT # 3

### Solicitation # 5400028673 – AMENDMENTS TO SOLICITATION (JAN 2004)

#### 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](http://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]

The opening date has been changed to 10/15/202. There is no change in the opening time.

The award posting date has been changed to 10/22/2025.

Responses to the questions that were submitted by the designated date and time on the cover page.

1. Herbicides/Fertilizers: Are there any restrictions or approved lists for products used on campus grounds (e.g., specific active ingredients or brands permitted/prohibited)?

Currently, there are no prohibited fertilizers or herbicides. However, we would need to be provided with SDS Sheets for any chemicals you plan to use on the site prior to using them and we will review them at that time.

2. Campus Access Coordination: Will a single PTC representative coordinate access across all eight campuses, or should we plan to coordinate individually with each site?

Access Coordination will be done with the following people at the locations they are responsible for with Wayne Shirley reserved for emergency needs...see list below:

Name: Wayne Shirley (All Campuses)

Name: Craig Mayo (Greenwood Campuses)

Name: Billy Whitmer (McCormick, Saluda, Edgefield, and Abbeville Campuses)

Name: Curtis Hilly (LCAM, Laurens, and Newberry Campuses)

3. Staff Screening: Are security or background checks required for personnel working on campus? If so, what standards/documentation and lead times apply?  
A pre-employment background check that would cover the last 10 years is the standard that we would recommend.
4. Project Kick-Off: Will there be a kick-off meeting prior to the start of services in October 2025? If yes, please advise on the anticipated date, location, and required attendees.  
Once the new landscaping contract(s) are established, we will immediately set up meeting(s) to

get to know each other and discuss the next steps prior to work beginning.

5. Mulch/Plant Materials: Will mulch or plant materials be provided by the college, or should they be included in the pricing?

PTC will provide ground cover (Pine Straw, Mulch, etc.) and plants as determined. The ground cover / plants will be located either on the Greenwood Campus or at a local vender. The contractor will be responsible for loading, hauling / transporting and distributing the ground cover / plants.

Section III. Scope of Work/Specification has been revised and replaced with the following:

### **III. SCOPE OF WORK/SPECIFICATIONS**

Piedmont Technical College (PTC) opened in the fall of 1966. PTC has grown into a multi-service, two-year comprehensive college offering numerous educational opportunities in college transfer credit and noncredit health, public service, business, industrial engineering, nuclear and computer technology programs.

PTC currently has eight campus locations within the College service areas. **See attachment A- H – Campus Maps** for detailed overview of the various campus demographic. As PTC serves the community, it is important to ensure its appearance is maintained to the highest standards for students, faculty, staff and visitors.

The scope of this contract is to establish a contract Grounds and Landscaping Services for Piedmont Technical Colleges Campuses.

#### **A. Services Required and Frequency Internals**

1. Property includes all grass areas, around trees, ornamental shrubs, sidewalks, recreational areas, parking areas and the related grounds All lawn areas will be mowed beginning in April<sup>1<sup>st</sup></sup> through November 30<sup>th</sup> every week (4 times a month). December 1<sup>st</sup> through March 31<sup>st</sup> bi-weekly (every other week). Total of 17 weeks in the winter and 35 weeks in the summer.
2. County Campuses – Contractor must allocate time for each campus sites to accomplish the same duties as outlined in the scope herein of this solicitation.
3. Services rendered to the County Campus sites will be conducted from Monday thru Thursday 8:00 AM until 5:00 PM. Greenwood Campus has the same schedule, but Fridays are open for work between 8:00 AM until 5:00 PM.
4. Contractor Affidavit must be signed by a PTC representative to ensure services was complete to the County Campus Directors approval.
5. The Contractor is responsible to furnish all equipment, tools and chemicals necessary to perform the services herein outlined in this solicitation.
6. The Contractor shall provide a level of maintenance and performance that will present a clean and neat appearance upon completion of work. Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of Facilities Management. The Facilities Management representative shall be the sole judge as to whether Contractor's work conforms to the scope of services.
7. The Contractor shall furnish all materials as listed in contract unless otherwise stated including, equipment, and adequate manpower to perform the work of this contract. The Contractor shall submit a list containing the names of the manufacturer of all equipment, and materials of this contract with Piedmont Technical College. Piedmont Technical College reserves the right of approval. Piedmont Technical College assumes no responsibility for damage or theft of the Contractor's Materials or Equipment. Piedmont Technical College assumes no responsibility for damage to or theft of the Contractor employees' personal belongings brought into the campus.

8. Contractor is responsible for all the following in regards to this solicitation.

### **B. Mowing**

1. All lawn areas will be mowed beginning in **April<sup>1st</sup> through November 30<sup>th</sup>** every week (4 times a month). December 1<sup>st</sup> through March 31 bi-weekly (every other week). Total of 17 weeks in the winter and 35 weeks in the summer.
2. The grass shall be cut to a height of 3-3.5” in the spring and fall and 2-2.5” in summer. The contractor shall mow and trim all grass areas during growing and non-growing season
3. Dead limbs, trash, etc. must be removed during regular service before mowing begins to maintain a neat appearance at all service locations.
4. Special care will be taken when mowing, edging or weed eating in the presence of the public (faculty, staff, students or visitors)
5. Mowing, edging weed eating against or toward vehicles is prohibited.
6. Equipment will not be used or moved in the breezeway located throughout PTC campuses.
7. If damage is caused by the Contractor’s equipment or laborers, the contractor will assume sole responsibility for all damages.
8. Mowing must be done in a manner that does not leave tire marks or damage to turf around trees.
9. Grass clippings will not be allowed to accumulate at any time
10. Clipping will be bagged and/or “wind-rows” will be raked. One area of the lawn should be completed (including edging, trimming and blowing sidewalks, parking lots, etc.) before moving to another area. A neat, well-groomed appearance must be maintained areas throughout the year.
11. Extreme care must be taken to prevent damage to property (HVAC units, posts, columns, signs, lights, etc. Any damage to the College property must be reported immediately to the Campus Facilities Director.
12. Weeding – All overgrown grass areas, and trim shall be weeded every two weeks.
13. Trash and debris must be picked up and disposed of in the proper receptacles.
14. Blowing - All hard surfaces (i.e. curbs, sidewalks, driveways) will be blown free of all minor clippings and debris immediately following each visit. The bulk of the clippings etc. from mowing will be removed from the site. All surface parking spaces shall be blown and clear of debris.
15. Preventative Services – All grass areas shall be treated with preventative weed control.
16. The Contractor is responsible for reporting any caused property damage immediately. The Contractor will be responsible for any costs associated to fix or replace all damage.

### **C. Edging**

1. The Contractor shall edge with an approved edger on all sidewalks, drives, curbs and around all objects or structures at each scheduled cutting.
2. Chemicals cannot be used for control for these on sidewalks, drives and curbs.
3. Dirt and clipping will be swept and blown from the sidewalk immediately after completing of edging.
4. Requirements for ground preparation for special events will be coordinated with the Contractor to permit normal work scheduled to be adapted to meet the college needs. Where extra service is required, then Contractor shall provide a service rate at the request if it is outside the normal contracted service.

5. Consideration of all factors will help determine the rate of reimbursement for such occurrences. The Contractor will be compensated for major clean up after stores or special events using extra labor provisions.

#### **D. Leaf Control**

1. Leaf removal is required weekly during the month of October, November, and December.
2. The Contractor will rake; vacuum and removal all leaves from the grassed areas.
3. All trash must be put into the appropriate dumpsters located at each site.
4. All boundary fences and ditches are to be maintained to be clear of grass.

#### **E. BEDS MAINTENANCE:**

Weeding and replenishing all beds shall be part of this contract. All beds and areas with ground cover will be cleaned/refreshed monthly for a manicured appearance. A manicured appearance is defined as weed and grass control for the purposes of the beds. This is a scheduled critical task. Herbicides and “hand pulled” methods will be used for continuous weed control. Beds include but not limited to – parking lot islands, planted areas, dividing sections and manicured areas. If plants or beds are damaged due to chemical control of weeds, the contractor will be responsible for the replacement.

#### **F. PRUNING:**

Pruning shall be in a manner appropriate to the natural character and growth of each plant and done three (3) times a year, March, July, November for shrubbery and February for trees. All plants will be pruned as necessary to maintain appearance as designated in the contract. All suckers or exceptional growth, and all damaged or broken branches shall be removed during regular service. A well-manicured appearance must be maintained. Branches and clippings will be removed on the same day of pruning. Mature trees and shrubs will not be allowed to grow within two (2) feet of building walls. Trees or shrubs adjacent to building will not be allowed to grow above the roof line and will be pruned back from the bottom allowing air circulation. All limbs that fall from natural causes will be removed by the contractor.

1. Requirements for grounds preparation for special events will be coordinated with Contractor to permit normal work schedule to be adapted to meet needs. Where extra service is required, the Contractor shall provide such service at an agreed upon rate.
2. Services required because of unusual weather phenomenon will be mutually agreed upon by the Contractor and Piedmont Technical College. Consideration of all factors will help determine the rate of reimbursement for such occurrences. The Contractor will be compensated for major clean-up after storms or special events using extra labor provisions. Fertilizer will be applied to all grassy areas once per year during Piedmont Technical College’s Spring Break (date to be determined). Piedmont Technical College will provide fertilizer, but the contractor is responsible for the amount of Fertilizer needed to complete the task.
3. Winter Rye Seed shall be sown once a year in September, using broadcast method. Piedmont Technical College will provide winter rye seed, but the contractor is responsible for the amount of Seed needed to complete the task.

#### **G. MATERIALS, EQUIPMENT, CHEMICALS, AND SUPPLIES**

1. The Contractor will be responsible for labor and to provide materials (unless noted that Piedmont Technical College will provide material).
2. Over seeding shall be performed in 2024, 2027, etc. (Every 3 Years). The preferred method is the spike method. Piedmont Technical College will provide the seed and will determine the schedule for this process.

3. Lime will be applied in 2024, 2026, etc. (Every 2 Years) of contract between March – April of the Fiscal Year. Piedmont Technical College will provide the lime.
4. The Contractor shall provide herbicides and chemicals needed for shrub care and weed control in and around beds and sidewalks.
5. All chemicals proposed to be used in the operation of this contract must be approved by Facilities Management. This includes weed killers, growth retardants, reemergence, herbicides, and pesticides with the primary focus on flower and shrub beds.
6. Ground cover shall be applied for a 2” coverage. This will be a continual process during the regular service for Bed Maintenance. PTC will provide ground cover, which will be located on the Greenwood Campus for distribution to all sites unless local vendors in the area of the Campuses can be found.
7. The Contractor will be responsible for the hauling and distribution of the ground cover. This will be the responsibility of the Contractor as a part of this contract.
8. Fertilize trees with the detailed schedule that the Contractor must supply prior to the start of work. The schedule must include the number applications, the date of applications, the products the Contractor plans to apply, and copy of the Material Safety Data Sheet (MSDS) for all of the chemicals proposed to fertilize the trees and shrubs. The property manager--prior to starting work--must approve the plan.

#### **H. CONTRACTOR’S EMPLOYEES**

1. All personnel assigned by the Contractor for the performance of the work of this shall be a minimum of 18 years old employees, qualified for this type work. Recommend a minimum of six months experience as a Grounds Maintenance Technician.
2. The Contractor shall submit the names, addresses, and phone numbers of all his personnel engaged in the work of this contract and submit updated lists as changes occur to Facilities Management.
3. All employees of the contractor must wear a uniform with the company's name.
4. Prior to offering employment, all of the Contractor’s employees will be screened by the Contractor.
5. Fraternalization is not allowed between the contractor's personnel and Technical College students.
6. All Contractor personnel must conduct themselves in a safe, courteous and professional manner while on PTC’s premises. Fraternalization between the Contractor’s employees and PTC’s students, faculty or staff is prohibited. Rude, abusive or degrading behavior will not be permitted on the job site. Heckling and/or catcalling directed towards students, faculty or staff or any other person on PTC’s property is prohibited. Any violation of the rules may result in contract termination with no expense to the College.
7. In accordance with PTC policy ([see policy here](#)), the use of tobacco, tobacco-related or electronic cigarettes are not permitted on campus.
8. At any time, the Contractor may be asked by PTC to submit a criminal background check for its employees and/or subcontractor(s). The background check must include criminal conviction and sex and violent offender registry check. PTC will not be responsible for any costs associated with the background checks

#### **I. SUPERVISION**

All service completed on Piedmont Technical College campus/sites shall be adequately supervised. All supervisors assigned by the Contractor for the performance of the work of this contract shall have experience in yards and grounds supervision (minimum of one year) sufficient in a scope and depth to meet the approval of an authorized agent of Piedmont Technical College.

## **J.SERVICE**

Off Campuses – the supervisor will be required to sign in and out with the Campus Facilities Directors or on staff at the Off-Campus sites for each service. If service occurs during off hours/schedule, notify Campus Police by calling 864-941-8000

## **K. Contracting Officer Representative**

1. There shall be a designated Contracting Officer's Representative (COR). The CORs may be changed at any time by the Using Entity without prior notice to the contractor and without modification to the contract. The CORs are as follows:

Name: Wayne Shirley (All Campuses)  
E-mail: [shirley.w@ptc.edu](mailto:shirley.w@ptc.edu)  
Telephone: (864) 941-8725 or (864) 993-0410

Name: Craig Mayo (Greenwood Campuses)  
E-mail: [mayo.w@ptc.edu](mailto:mayo.w@ptc.edu)  
Telephone: (864) 941-8335

Name: Billy Whitmer (McCormick, Saluda, Edgefield, and Abbeville Campuses)  
E-Mail: [whitmer.b@ptc.edu](mailto:whitmer.b@ptc.edu)  
Telephone: (864) 554-0775

Name: Curtis Hilly (LCAM, Laurens, and Newberry Campuses)  
E-Mail: [hilley.c@ptc.edu](mailto:hilley.c@ptc.edu)  
Telephone: (864) 993-1921

2. The responsibilities and limitations of the COR are as follows:
  - a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
  - b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

## **L. Provisions**

1. PTC will provide all edging, shrub cutting, mulch/pine straw, flower bed maintenance and leaf control during fall/winter months.

## **M. Communications Plan**

Site Visits-Periodic Walk through will be required with a member of PTC Campus staff. Any deficiencies noted will be corrected by the Contractor at no additional cost to PTC. These will be scheduled quarterly or on an ad hoc basis with a staff member PTC Facilities Department.

**N. End of Contract Concerns**

Until the end of the contract, the Contractor is responsible for keeping lawn/ landscaping free of debris and well-manicured.

**O. Invoices**

Each weekly service will be shown on one invoice for each location. Each invoice must include the date of service, location, and amount as per contract. Invoices will not be processed until all Grounds Contractor Affidavit have been submitted.

**END OF THE AMENDMENT**

# Exhibit C

	RFx Number	5.4E+09					
			THINK BIG PROS LLC 5500099857	COMMERCIAL LAWN & TURF LLC 5500099863	EDWARDS LAWN CARE AND LANDSCAP 5500099917		
	Header Data						
	Status		Submitted	Submitted	Submitted		
	Version Nu	5	4	4	4		
	Net value		1,335,000.00 USD	954,000.00 USD	300,009.60 USD		
	Currency		USD	USD	USD		
	2. The offer is in accordance with the terms and conditions of the RFP		Yes, I am in accordance with the terms and conditions of the RFP	Yes, I am in accordance with the terms and conditions of the RFP	Yes, I am in accordance with the terms and conditions of the RFP		
	The bidder has read and understands the terms and conditions of the RFP		Yes	Yes	Yes		
	1. The Submitter has read and understands the terms and conditions of the RFP		Yes. I have read and understand the terms and conditions of the RFP	Yes. I have read and understand the terms and conditions of the RFP	Yes. I have read and understand the terms and conditions of the RFP		
	1 Landscaping Services and Grounds Mainten						
	1 Net price	1 YR	40,000.00 USD	78,000.00 USD	0 USD		
	1 Unit of Measurement		YR	YR	YR		
	1 Price Unit		1	1	1		
	1 Product ID						
	1 Quantity	5 JHR	5 YR	5 YR	5 YR		
	1 Net value		200,000.00 USD	390,000.00 USD	0 USD		
	1 Acceptance Status						
	1 Are you requesting the SC Resident		Yes	No	No		
	1 Are you requesting the SC Resident		No	No	No		
	1 Are you requesting the SC Resident		No	No	No		
	2 Landscaping Services and Grounds Mainten						
	2 Net price	1 YR	115,000.00 USD	49,200.00 USD	0 USD		
	2 Unit of Measurement		YR	YR	YR		
	2 Price Unit		1	1	1		
	2 Product ID						
	2 Quantity	5 JHR	5 YR	5 YR	5 YR		
	2 Net value		575,000.00 USD	246,000.00 USD	0 USD		
	2 Acceptance Status						
	2 Are you requesting the SC Resident		Yes	No	No		
	2 Are you requesting the SC Resident		No	No	No		
	2 Are you requesting the SC Resident		No	No	No		
	3 Landscaping Services and Grounds Mainten						
	3 Net price	1 YR	112,000.00 USD	63,600.00 USD	60,001.92 USD		
	3 Unit of Measurement		YR	YR	YR		
	3 Price Unit		1	1	1		
	3 Product ID						
	3 Quantity	5 JHR	5 YR	5 YR	5 YR		
	3 Net value		560,000.00 USD	318,000.00 USD	300,009.60 USD		
	3 Acceptance Status						
	3 Are you requesting the SC Resident		Yes	No	Yes		
	3 Are you requesting the SC Resident		No	No	No		
	3 Are you requesting the SC Resident		No	No	No		

# Exhibit D

STATE OF SOUTH CAROLINA  
SC TECHNICAL COLLEGE SYSTEM  
ATTN: PROCUREMENT OFFICE  
111 EXECUTIVE CENTER DR., ENOREE BUILDING, SUITE 101  
COLUMBIA SC 29210

## **Intent to Award**

Posting Date: February 02, 2026

**Solicitation:** 5400028673  
**Description:** LANDSCAPING & GROUND MAINTENANCE @ PTC  
**Agency:** State Board for Tech & Comprehensive Ed

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **February 12, 2026**. 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.**

**Purchase order will be published by Piedmont Technical College after the award effective date/**

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 ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov),

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

## **LOT 2 -**

**Contract Number:** 4400038919

**Awarded To:** COMMERCIAL LAWN & TURF LLC (7000335700)  
203 ANDREWS AVE N  
GREENWOOD SC 29646

**Total Potential Value:** \$ 246,000.00

**Maximum Contract Period:** February 12, 2026 through February 11, 2031

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00001	Landscaping Services and Grounds Maintenance	\$ 49,200.00	\$ 246,000.00

**LOT 3 -**

**Contract Number:** 4400038930

**Awarded To:** EDWARDS LAWN CARE AND LANDSCAPING (7000339936)  
 1505 BRIARWOOD RD  
 GREENWOOD SC 29646

**Total Potential Value:** \$ 300,009.60

**Maximum Contract Period:** February 12, 2026 through February 11, 2031

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00001	Landscaping Services and Grounds Maintenance	\$ 60,001.92	\$ 300,009.60

**LOT 1 -**

**Contract Number:** 4400038918

**Awarded To:** THINK BIG PROS LLC (7000363470)  
 581 HERON GLEN DRIVE  
 COLUMBIA SC 29229

**Total Potential Value:** \$ 200,000.00

**Maximum Contract Period:** February 12, 2026 through February 11, 2031

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00001	Landscaping Services and Grounds Maintenance	\$ 40,000.00	\$ 200,000.00

**Procurement Officer**  
 TERESA LIVINGSTON