

GLEAMNS HUMAN RESOURCES COMMISSION

November 29, 2018

REQUEST FOR SEALED PROPOSALS

GROUND MAINTENANCE

PROPOSAL NUMBER: P07-10-18

TYPE OF CONTRACT: FIRM-FIXED PRICE

PROPOSAL DUE DATE & TIME: 4:00PM, DECEMBER 27, 2018

PROPOSALS RECEIVED AFTER THIS DUE DATE AND TIME WILL NOT BE ACCEPTED. NO PROPOSALS WILL BE ACCEPTED VIA FAX OR EMAIL.

ON DECEMBER 27, 2018 @ 4:00PM, ONLY BUSINESSES' NAMES CAN BE READ ALOUD, ACKNOWLEDGING RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL BE OPENED AT THAT TIME.

NUMBER OF COPIES TO SUBMIT: ONE (1)

SUBMIT YOUR SEALED PROPOSALS TO:

GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING
P O BOX 1326
GREENWOOD, SOUTH CAROLINA 29648

OR

237 N HOSPITAL ST
GREENWOOD SC 29646
(HAND & EXPRESS DELIVERIES ONLY)

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P07-10-18

FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES VAUGHN
@ cvaughn@gleamnshrc.org OR 864/229-8806

Abbeville • Anderson • Cherokee • Edgefield • Fairfield • Greenwood • Laurens • Lexington • McCormick
Newberry • Oconee • Pickens • Richland • Saluda • Spartanburg

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-5985
www.gleamnshrc.org

GENERAL INFORMATION

GLEAMNS Human Resources Commission, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This Request for Proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Respondent(s), to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency.

The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from Respondents after the closing date and time. The Agency reserves the right to select such proposal(s) or which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in the Agency's best interest.

Questions concerning the Request for Proposals will be accepted until the specified closing date/time and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all Respondents.

All Respondents are to submit ONE (1) ORIGINAL proposal.

The Agency may require selected Respondents to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the Respondent selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) a Respondent from the qualified Respondents' list.

All Respondents will be notified as to the acceptance or rejection of their offer in writing.

The Agency reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which Respondents violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the Respondent shall be clearly defined.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND U.S.C. 276c)

All contractors awarded contracts exceeding \$2,000 of construction or repair must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations (29 CFR, Part 3), "Contractor and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Agency will report all suspected or reported violations to the Federal awarding agency.

EQUAL EMPLOYMENT OPPORTUNITY

All contractors awarded contracts exceeding \$100,000 must comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.)

All contractors and subcontractors awarded contracts exceeding \$100,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Region Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

For all contracts or sub-grants of \$100,000 or more, the Agency shall obtain from the contractor a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

DEBARMENT AND SUSPENSION (E.O.S. 12549 AND 12689)

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), (currently \$150,000) the Agency shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC §3701 et seq.; 29 CFR Part 5)

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

This is a United States federal law that covers hours and safety standards in construction contracts. The Act applies to federal service contracts and federal and federally assisted construction contracts over \$100,000, and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

DRUG-FREE WORK PLACE CERTIFICATION: By submitting a proposal, Respondent(s) certifies that, if awarded a contract, Respondent(s) will comply with all applicable provisions of The Drug-Free Workplace Act.

ETHICS ACT: By submitting an offer, you certify that you are in compliance with South Carolina Ethics, Government Accountability, and Reform Act of 1991, as amended.

TAXES: South Carolina Sales Tax shall be listed as a separate item, currently at 7% for Abbeville, Edgefield, Greenwood, Laurens, Lexington, Newberry and Saluda counties and 8% for McCormick and Richland counties.

QUESTIONS FROM RESPONDENTS: Any prospective Respondent desiring an explanation or interpretation of the solicitation should contact Charles Vaughn @ cvaughn@gleamnshrc.org or 864/229-8806. Any information given a prospective Respondent concerning this solicitation will be furnished promptly to all other prospective Respondents as an amendment to the solicitation.

AMENDMENT TO THE SOLICITATION: The solicitation may be amended at any time prior to opening. All Respondents should check for amendments. It shall be the Respondent's responsibility to insure that amendments have been received and acknowledged on the provided form:

- By identifying the amendment number and date in the space provided below in the remittance Attachment II.

IF THIS SOLICITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be sent to all Respondents who submitted a proposal. All Respondents submitting a proposal by the deadline will be announced at the closing date and time of this solicitation.

COMPLIANCE WITH LAWS: During the term of this contract, all contractors and sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. The successful Respondent has the responsibility for the overall compliance with the Occupational Health and Safety

Act (OSHA), Regulation and Code.

CONTRACTOR PERSONNEL: The contractor shall enforce strict discipline and good order among the sub-contractor's employees and other persons carrying out the contract.

REJECTION/CANCELLATION: The Agency reserves the right to cancel this solicitation in whole or in part.

INCURRING COSTS: The Agency shall not be liable for any costs incurred by firms prior to the issuance of a contract.

WARRANTY OF LABOR & MATERIALS

GENERAL GUARANTY: The Respondent(s) shall remedy at his/her own expense any defect due to faulty material or workmanship and pay for any damage to other work resulting from the Respondent(s)'s failure to conform to the contract documents. The Respondent(s) expressly guarantees and agrees to remedy any defects in the work and pay for any damages to other work resulting there.

LABOR QUALITY: All labor furnished by the Respondent(s) or his/her sub-contractor must be performed by trained, skilled and competent persons.

MATERIAL QUALITY: The Respondent(s) will furnish all supplies, equipment, etc. to satisfactorily execute the contract. The materials used must be of quality and installed in accordance to the State of South Carolina's Policy and Procedures.

RESPONDENT(S)'S LIABILITY INSURANCE

(1) The selected Respondent(s) shall have, or purchase from, and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Respondent(s) from the types of claims set forth below which may arise out of or result from the Respondent(s)'s operations under the contract and for which the Respondent(s) may be legally liable, whether such operations be by the Respondent(s) or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the Respondent(s)'s employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Respondent(s)'s employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Respondent(s)'s obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained

without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Respondent(s)'s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for Respondent(s)'s obligations under the provision entitled Indemnification --Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

- General liability insurance, minimum \$500,000 each occurrence
- General aggregate \$1,000,000 policy limit
- Workers compensation, minimum \$100,000 each occurrence
- Workers compensation \$500,00 policy limit

(4) Required Documentation. (a) Prior to commencement of the work, the selected Respondent(s) shall provide to the state a valid certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, the selected Respondent(s) shall provide to the state a written endorsement to the Respondent(s)'s general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Respondent(s)'s liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the selected Respondent(s)'s insurance agent or the insurance company.

(5) Respondent(s) shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of selected Respondent(s)'s obligations to obtain the required insurance.

THE AGENCY'S RIGHTS AND LIABILITIES

The Agency reserves and holds the following rights and options which may be exercised at its sole discretion:

- To accept or reject any proposal which in its judgment is for the best interest of the Agency, and all Respondents are notified that such acceptance or rejection shall be without liability on the part of the Agency for any action brought by any Respondent(s) because of such acceptance or rejection, nor shall the Respondent(s) seek any recourse of any kind against the Agency because of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Respondent(s) to these conditions.
- To select and enter into agreements with the Respondent(s) which, at the Agency's sole discretion, best satisfy the requirements, goals and objectives of the Agency.
- To terminate or resume the procurement process by written notice to the Respondent(s) for any reason whatsoever.
- To reject or set aside for subsequent reactivation any and all proposals by written notice to such Respondent(s) for any reason whatsoever.
- To supplement, amend, or otherwise modify the scope of services at any time after receipt of proposals.
- To execute the agreement with the most responsible and responsive Respondent(s) as evidenced by the content of the proposal and any clarifications and changes made thereto during the procurement process that meets the requirements and evaluation criteria as set forth.
- To seek and receive clarifications of any changes to any proposal at any time;
- To enter preliminary or final negotiations at any time with any Respondent(s) individually or simultaneously with one or more other Respondent(s);
- To conduct any clarification or negotiation process with any Respondent(s).
- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of Respondent(s) with which the Agency is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

Furthermore, each Respondent(s), by submitting its proposal, agrees to hold the Agency harmless and free from all liability, loss, injury, and/or cost and expense **which might be** incurred by such Respondent(s) in responding or as a consequence of its response and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the Agency.

EMPLOYMENT OF ALIENS

All Respondents, as a condition to doing business with the Agency, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that Respondent(s) fails to comply with any such employment laws or regulations during the course of Agency project, such failure may constitute material breach of the Respondent(s)'s contractual relationship with the Agency and the Agency may take all reasonable steps to terminate its relationship with the Respondent(s).

LATE PROPOSALS

The Agency will not accept any proposal, request for withdrawal and request for modification received after the time and date set for receipt of proposals.

NONDISCRIMINATION

During the performance of this contract, the Respondent(s) agrees as follows:

- The Respondent(s) will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Respondent(s) will also take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Respondent(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
- The Respondent(s), where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent(s), state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Respondent(s), where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Respondent(s)'s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Respondent(s) agrees to attempt in good faith to employ minority and female workers consistent with the applicable state employment goals as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals.
- The Respondent(s) agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- The Respondent(s) agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of South Carolina federal law and applicable federal court decisions.

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to the Agency, its programs, services, activities and facilities.

SCOPE OF SERVICES

Agency seeks sealed proposals to provide grounds maintenance at the following seventeen (17) locations in Abbeville, Edgefield, Greenwood, Laurens, Lexington, McCormick, Newberry, Richland and Saluda counties in South Carolina:

LOCATION/CONTACT LIST

ABBEVILLE COUNTY

ABBEVILLE HEAD START CENTER
706 Carolina Circle (intersecting S Main St)
Abbeville SC 29620
Telephone Number 864.459.5275
Contact Person: Amy Glover, Center Coordinator

EDGEFIELD COUNTY

EDGEFIELD HEAD START CENTER
141 SE Diggs Rd
Trenton SC 29847
Telephone Number 803.275.4060
Contact Person: Kimberly Glover, Interim Center Coordinator

GREENWOOD COUNTY

BREWER ANNEX
301 N Hospital St
Greenwood SC 29646
Telephone Number 864.229.8829
Contact Person: Marcella Kennedy, CSBG/LIHEAP Director

BREWER CENTER & GLEAMNS Dr. Benjamin E Mays Historical Site
237 N Hospital St.
Greenwood SC 29646
Telephone Number 864.229.8806
Contact Person: Charles Vaughn, Purchasing Manager

BREWER COMMUNITY COMPLEX
927 E Cambridge Ave
Greenwood SC 29646
Telephone Number 864.229.8831
Contact Person: Ursula McFaddin, SC Works Operations Manager

LOCATION/CONTACT LIST – CONT'D

GREENWOOD COUNTY – CONT'D

GREENWOOD HEAD START CENTER
1401 25 By-Pass SE (intersecting Sweetwater Rd)
Greenwood, SC 29646
Telephone Number 864.223.9748
Contact Person: Wenona Wells, Interim Center Coordinator

NORTH HODGES HEAD START CENTER
212 N Hodges School Rd
Hodges SC 29653
Telephone Number 864.374.7404
Contact Person: Vivian Henry, Center Coordinator

LAURENS COUNTY

SANDERS HEAD START CENTER
125 Gleamns St
Suite A
Laurens, SC 29360
Telephone Number 864.984.4814
Contact Person: Oreyale Humphrey, Center Coordinator

LEXINGTON COUNTY

BATESBURG/LEESVILLE HEAD START CENTER
118 Pinewood Dr
Batesburg SC 29006
Telephone Number 803.532.4039
Contact Person: Isabel Salley, Center Coordinator

LEXINGTON HEAD START CENTER
134 Gibson Ct
Lexington SC 29072
Telephone Number (803) 951-3215
Contact Person: Patricia Sease, Center Coordinator

PLATT SPRINGS HEAD START CENTER
1309 Platt Springs Rd
West Columbia SC 29169
Telephone Number 803.794.9707
Contact Person: Daphne Suber, Center Coordinator

McCORMICK COUNTY

McCORMICK HEAD START CENTER
615 Clayton St (Intersecting Hwy 221)
McCormick SC 29835
Telephone Number 864.852.6010
Contact Person: Pamela Turman, Center Coordinator

LOCATION/CONTACT LIST – CONT'D

NEWBERRY COUNTY

RIKARD HEAD START CENTER
215 Rikard School Rd
Prosperity SC 29127
Telephone Number 803.364.0406
Contact Person: Mr. Lynn Williams, Center Coordinator

RICHLAND COUNTY

BLYTHEWOOD HEAD START CENTER
125-A Boney Rd
Blythewood SC 29016
Telephone Number 803.754.9666
Contact Person: Tunisiann Howard, Center Coordinator

PINEVIEW HEAD START CENTER
1916 Pineview Dr
Columbia SC 29209
Telephone Number 803.695.1311
Contact Person: Brenda Coleman, Center Coordinator

ST. ANDREWS HEAD START CENTER
1400 St Andrews Rd
Columbia SC 29210
Telephone Number 803.750.0053
Contact Person: Legolia Lee, Center Coordinator

SALUDA COUNTY

SALUDA HEAD START CENTER
117 S Bouknight Ferry Rd
Saluda SC 29138
Telephone Number 864.445.9009
Contact Person: Cynthia Howard, Center Coordinator

Respondents should visit each interested site before submitting their proposals.
Please call the contact person to make an appointment.

SPECIFICATIONS

A. Lawns

1. Mow and trim all grass areas including overflow ponds. Grass type and season of year will determine mowing height. Remove clippings when grass has been cut tall.
2. Edge all sidewalks, driveways, and curbs at each visit. After edging, there will be a distinct visible line between grass and concrete. Grass and weed killers will not be applied to grass areas to eliminate edging.
3. Treat all lawn areas, including playground, for fire ants as needed.

B. Shrubbery and Trees

1. Shrubbery will be trimmed throughout the year as necessary and pruned at the appropriate time of the year. Any excessive growth shall be trimmed so as not to project into driveways, sidewalks or turf areas. Shrubbery will be trimmed evenly to appear manicured. Rake clippings and remove them after each pruning. Trim low-hanging limbs from trees especially in playground areas for safety of children.
2. Add pine straw around shrubbery at least two times per year.

C. Weed Control

1. Apply an "EPA" approved herbicide or pre-emergent to control weeds in shrubbery beds, natural areas, cracks in concrete, wood and rubber mulch on playground, around fences, etc. All areas outside fencing, especially around playgrounds, should be maintained and kept low at least 4-5 feet out from fence line. Weeds and vines must not be allowed to overtake fencing.

D. Clean-up

1. Police all grounds on each visit.
2. Paper, trash and debris must be removed from all areas, especially grass areas, before mowing, for a clean appearance.
3. Blow all sidewalks, parking lots, driveways and roadways to remove grass clippings and other debris after each mowing.
4. During fall and winter months leaves will be bagged, if necessary, to be removed from premises.

E. Frequency of Maintenance

1. Bi-weekly – April through November
2. Monthly – January through March
3. No service month of December
4. If additional cuttings and/or services are needed, additional costs will be negotiated and must be approved in advance

F. Equipment/Supplies

1. The Respondent(s) will provide all necessary equipment and supplies, including but not limited to, pine straw, weed control, fire ant killer, etc.

G. Performance of Duties

1. All grounds maintenance will be performed when children are not present, for example, on playground.
2. The Respondent(s) will leave an evaluation form, which Agency will provide, at the center after each visit, for the center coordinator, or his/her designee, to evaluate the service (no services will be paid without the approval of the center coordinator or his/her designee).

CERTIFICATION AND OTHER REQUIREMENTS

Commercial Applicator License – Respondents must include proof of Category 3 pesticide license and must maintain validity during contract.

Insurance – Respondents must submit proof of insurance for liability coverage, including workers compensation if applicable, or make arrangements for insurance company to submit Certificate of Insurance (COI) to Agency (certificates can be faxed to Purchasing @ 864/223-9456).

PROPOSAL REPLIES/SUBMISSIONS

Respondent's proposal can include any sites of their interest. Proposal must be submitted on the enclosed Form Attachment I & II and must include the number of years in business. Failure to include required information will constitute an incomplete proposal. Respondent can also include other business information with proposal, such as customer letters of reference, pictures of customers' maintained grounds, etc. Agency reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the Agency and will be kept confidential until after an award of the successful proposal is made. Thereafter, they will be kept on file for a period of 3 years. If the Respondent(s) believes any portion of its proposal to be proprietary information, it must specify in its proposal the portions which are considered to be proprietary. All proposals are generally considered to establish Respondent(s) offers, not to be withdrawn for ninety (90) days after the date set for proposal acceptance. Once submitted, Respondent(s) may not change proposals without prior written consent.

Attachment I will include the Respondent's cost for each location. Respondent's cost will be valid for one (1) year from start of contract. Thereafter, cost will only be adjusted if approved by Agency's CEO or his/her designee(s). If and when costs are approved to be adjusted, they can only be adjusted at the beginning of the annually renewed period (January 1st), and must remain valid until the end of the twelve (12) month period (December 31st).

Attachment II must include at least three (3) references of commercial customers served within the past two years.

By submission of a proposal to this solicitation, Respondent is certifying that it is not suspended or debarred from doing business with any governmental entity.

CRITERIA FOR AWARD

The Respondent(s) selected for an award will be the Respondent(s) whose proposal, as presented in the response to this Request for Sealed Proposals, is the most advantageous to Agency. Agency is not bound to accept the lowest priced proposal if that proposal is not in the best interest of Agency as determined solely by Agency. The criteria that will be used by the Agency for consideration of selecting a successful candidate for award for this purchase are:

Factors

- Certification – Pesticide License, Category 3
- References
- Insurance
- Number of years in business
- Costs

EVALUATION FOR AWARD

An evaluation committee will review proposals of Respondents and recommend the Respondent(s)'s proposal which is most advantageous, or in the best interest, to the Agency. The following scoring grid will be used to evaluate proposals:

- Certification – Pesticide License, Category 3 – maximum 20 points
- References – maximum 10 points
- Insurance – maximum 10 points
- Number of years in business – maximum 10 points
- Costs – maximum 5 points

Once all offers have been scored, committee will select the best offer(s) for award. This list will be forwarded to the Purchasing Department, who will contact the references of Respondent(s) to complete a reference questionnaire. Once the reference evaluation(s) has been completed by the evaluation committee, evaluation committee will then select the most responsive and responsible Respondent(s) for award, in the best interest of Agency. Agency reserves the right to award to one or more Respondents.

AWARD OF CONTRACT

Agency will award a contract to the most responsive and responsible Respondent(s) submitting an offer, in the best interest of Agency. Said notice shall constitute acceptance of the successful Respondent(s)'s proposal. Once a Respondent(s) has been selected for award, Agency will send all Respondents who responded to the solicitation a 'Letter of Intent to Award', which will be in effect for seven (7) business days. These letters will give notice to all Respondents that Agency has selected a Respondent(s) for award. If no 'Letter of Intent to Protest' has been received by the seventh (7th) business day, Agency will offer an acceptance of award to selected Respondent(s) (See Procurement Grievance Policy at end of this RFP). Once accepted, Agency will send all Respondents who responded to the solicitation a 'Letter of Award', signifying that an offer and acceptance have been made by selected Respondent(s). Agency will then award a contract to the selected Respondent(s), in the best interest of Agency, pending availability of funds. Agency reserves the right to reject the proposal of any Respondent where the available evidence or information does not satisfy the Agency that the Respondent is qualified to carry out the terms of the contract.

AWARD DATE

Agency expects to complete the award process on or about January 18, 2019.

TERMS OF CONTRACT

Initial period for contract is February 1, 2019 through December 31, 2019. Thereafter, contracts will be renewed annually, pending satisfaction of services from overall previous year. Respondent(s) must be available to begin work February 1, 2019. (SEE SAMPLE CONTRACT IN SEPARATE FILE – P07-10-18 Grounds Maintenance – RFP – (Sample Contract))

COMPENSATION

At completion of services, Respondent(s) will submit an invoice and shall expect to be paid within ten (10) business days after receipt of invoice by accounts payable department. Invoices will not be paid until the center coordinator or his/her designee has approved all services on evaluation form. Invoices and evaluation forms shall be mailed to: GLEAMNS HRC, Attn: Accounts Payable, PO Box 1326, Greenwood SC 29648. Respondent(s) can also email invoices and evaluation forms to accounts payable department, either to Phyllis Gardner @ pgardner@gleamnshrc.org or to Roxie Dilleshaw @ rdilleshaw@gleamnshrc.org (this will depend on first alphabet of Respondent).

CONTRACT ADMINISTRATOR

The contract administrator for this project is Charles Vaughn and can be contacted via email at cvaughn@gleamnshrc.org or telephone 864/229-8806.

ATTACHMENT I
GROUNDS MAINTENANCE - CONTRACT COSTS

Location	January – March	April - November
Abbeville County		
Abbeville Head Start Center	_____	_____
Edgefield County		
Edgefield Head Start Center	_____	_____
Greenwood County		
Brewer Annex	_____	_____
Brewer Center	_____	_____
Brewer Community Complex	_____	_____
Greenwood Head Start Center	_____	_____
North Hodges Head Start Center	_____	_____
Laurens County		
Sanders Head Start Center	_____	_____
Lexington County		
Batesburg/Leesville Head Start Center	_____	_____
Lexington Head Start Center	_____	_____
Platt Springs Head Start Center	_____	_____
McCormick County		
McCormick Head Start Center	_____	_____
Newberry County		
Rikard Head Start Center	_____	_____
Richland County		
Blythewood Head Start Center	_____	_____
Pineview Head Start Center	_____	_____
St. Andrews Head Start Center	_____	_____
Saluda County		
Saluda Head Start Center	_____	_____

****Note – no service month of December unless prior approval is received****

GLEAMNS Human Resources Commission, Inc.
P07-10-18

**ATTACHMENT II
GROUNDS MAINTENANCE – VENDOR INFORMATION**

Vendor Name _____

Vendor Address _____

Telephone Number _____

Cell Phone Number _____

Fax Number _____

Email Address _____

Number of years in business _____

References: Name, Address and Telephone Number

1. _____

2. _____

3. _____

AMENDMENTS RECEIVED

Amendment No.

Signature

Authorized Vendor Signature

Date

**GLEAMNS HUMAN RESOURCES COMMISSION, INC.
PROCUREMENT GRIEVANCE POLICY**

PURPOSE

The purpose of this policy is to outline the processes GLEAMNS Human Resources Commission, Inc. ("GLEAMNS" or "Agency") uses to manage and respond to Vendor grievances. Further, the purpose of this Procurement Grievance Policy is to provide a mechanism by which potential Vendors can appeal contract award decisions if they believe the contracting process was not conducted in accordance with Agency policies. Under this procedure, Vendors can request an independent review of the process by Agency personnel outside of the contracting group.

PROCUREMENT GRIEVANCE POLICY

Any Vendor participating in a competitive bid process conducted by the Agency may file a grievance under this Policy. Grievances must be filed within seven (7) business days from the Vendor's award or notice of rejection letter. Grievances under this Policy are limited to: (a) violations of federal laws or regulations; or (b) violations of the Agency's own procurement policies as set forth in the applicable operating procedures and policies.

Grievances should be in the form of a letter addressed to the Agency's CEO and must state the following information: Project Name; Solicitation Number and a complete statement of the reasons of the basis of the protest (including reference to specific statutes and regulations, if applicable). The Grievance must also include the name, address, and contact information of the person(s) representing the protesting party.

The procedure and time limits set forth in this Policy are mandatory and are the Vendor's sole and exclusive remedy in the event of a bid protest. A Vendor's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

Grievances relating to the Agency's competitive bidding process will be reviewed and determined by the Agency's Chief Executive Officer ("CEO") or his/her designee. Designees selected by the CEO will be outside of the Agency's contracting group.

A written response to grievances will be provided to the protesting Vendor within fourteen (14) business days from receipt of the initial grievance, unless the period for response is extended by the CEO or his/her designee.

In response to grievances under this Policy, the Agency reserves the right to sustain the original bid decision, bid or re-bid the service or product, or award a contract to the protesting Vendor. Nothing in this Policy shall be construed as a waiver of the Agency's right to reject all bids.