

SCOPE OF THE BID

Spartanburg County School District 6 will accept bids for steam cleaning carpet at various schools within Spartanburg County School District Six for the coming school year. Most of the cleaning shall be done during the summer. However, the contract and pricing resulting from this bid will be in force though June 30, 2009.

Spartanburg County School District Six consists of fourteen schools plus administration and other office complexes. Carpet is typically in all media centers, office areas, kindergartens and in some multi-purpose rooms. You are invited to visit any/all schools for the purpose of preparing your quotation. Please identify yourself at the front office of each school and state your purpose for visiting. All bids shall include the moving of all furniture.

A certificate of insurance showing worker's compensation and general liability coverage must be submitted with your quote.

The successful contractor shall maintain and operate his/her business within Spartanburg County and must be capable of responding to any emergency calls within 24 hours.

The majority of the work shall be done between July 1 and July 31, 2008.

RIGHT TO ACCEPT OR REJECT

The district reserves the right to accept or reject any/all bids or any part of any bid. This includes rejection based upon quality (in the opinion of the district) from references, delivery or any other reason.

LICENSES & PERMITS

The successful bidder(s) shall have and maintain any/all necessary licenses, permits, etc. necessary to conduct business in South Carolina.

PAYMENTS

Payment will be made to the successful contractor no later than thirty (30) days after completion and acceptance of the order. No partial payments/advance payments will be made.

AWARD OF CONTRACT

The district reserves the right to award this contract to one or multiple contractors, depending upon what is determined to be in the best interest of the district.

A purchase order issued to the successful bidder(s) will constitute a binding agreement. No additional agreements, contracts, etc. will be entered into.

QUESTIONS

Please direct any questions regarding this request for bids to Brian Calsing, 1390 Cavalier Way, Roebuck, SC 29376, (864)576-4212.

GENERAL TERMS & CONDITIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

Spartanburg County School District Six's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

Addenda: Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Bidder Responsibility: The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their proposal.

Correction of Errors on the Proposal Form: 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

Non-Appropriations: Any contract entered into by the District or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages

or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Subcontracting: If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

District or School Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Drug-free Workplace: By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

Background Checks As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Governing Laws: All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

Non-Appropriations: Any contract entered into by the District or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Right to Protest: Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

Termination: Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the Offeror.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the District for cause, default or negligence on the part of the Offeror shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

The District may, by written notice of default to the Offeror, terminate this contract in whole or in part if the Offeror fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

Thank you for your interest in serving the District's needs. We look forward to receiving your bid.

BID RESPONSE FORM
Solicitation # - CC-0408
Carpet Cleaning – Due May 16, 2008

ITEM #	QTY	DESCRIPTION	COST PER SQUARE FOOT
1	1	Carpet Cleaning price per square foot	

Company Name	
Contact Name	
Address	
Phone Number	
Fax Number	