

CITY OF BEAUFORT  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSAL  
RFP NO. 2015-112



CITY OF BEAUFORT  
LANDSCAPING AND MAINTENANCE SERVICES  
IN THE CORE COMMERCIAL DISTRICT  
DUE: JUNE 5, 2015 by 2:00 PM

# CITY OF BEAUFORT, SC

## REQUEST FOR PROPOSAL

### RFP NO. 2015-112

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Friday, June 5, 2015**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

#### City of Beaufort

#### LANDSCAPING AND MAINTENANCE SERVICES

#### IN THE CORE COMMERCIAL DISTRICT

**SUBMIT:** One (1) unbound original and four (4) bound copies of all requested documentation must be received on or before **2:00 P.M. ET June 5, 2015**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Michael Ahern

**MAILING ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**OFFICE ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**EMAIL ADDRESS:** [mahern@cityofbeaufort.org](mailto:mahern@cityofbeaufort.org)

**PHONE NUMBER:** 843-525-7071

**FAX NUMBER:** 843-986-5606

**MARK OUTSIDE ENVELOPE:** "RFP NO. 2015-112 (Core Commercial District)"

A voluntary proposal meeting will be held at **10:00 A.M. ET May 22, 2015** in the planning conference room of City Hall located at 1911 Boundary Street, Beaufort, SC 29902 all potential offers' are encourage to attend.

#### **DEADLINE ENFORCED**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

**Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax to contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at [www.cityofbeaufort.org](http://www.cityofbeaufort.org).

All Offerors should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., MAY 27, 2015. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON MAY 29, 2015.**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort and its employees.

**Compliance with the South Carolina Illegal Immigration Reform Act**

Any Contractor entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Contractor intends to verify any new employees’ status, and require any sub-consultants performing services under the service contract to verify their new employees’ status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

## **POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES**

### **Intent**

Businesses owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Vendor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

### **Required Forms**

Contractors submitting proposals are required to include completed forms that are found at the end of the General Conditions Section of this document.

Contractors should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", "Contractor", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

REQUEST FOR PROPOSAL  
CITY OF BEAUFORT  
LANDSCAPING AND MAINTENANCE SERVICES IN THE CORE COMMERCIAL DISTRICT  
RFP NO. 2015-112

**A. INSTRUCTIONS**

**1. Introduction**

The City of Beaufort invites contractors for landscaping and maintenance services in a geographical area defined below and referred to as the “Core Commercial District” for thirty six (36) month period commencing on July 1, 2015, with an option to renew for an additional two (2) twelve (12) month periods. Each twelve month period must be shown separately.

The work required is detailed under Section B – DESCRIPTION OF WORK REQUESTED

Core Commercial District: This request for proposal pertains to the area located within the following geographical boundaries.

**North: The Northern curb edge of Craven Street**

**East: The Eastern curb edge of Carteret Street**

**West: The Western curb edge of Charles Street**

**South: The Northern normal low tide watermark of the Beaufort River**

Potential contractors are specifically notified that this district includes two public restroom facilities.

**2. Site Visit**

Contractors are encouraged to personally inspect the Core Commercial District outlined above.

**3. Acceptance**

The acceptance of a proposal will be a notice in writing known as the “Notice of Acceptance”, signed by a duly authorized representative of the City of Beaufort. No work shall take place until the City of Beaufort has signed a contract approved by the City Manager and notified the successful contractor to proceed with the work.

**B. DESCRIPTION OF WORK REQUESTED (SPECIFICATIONS AND SCOPE OF SERVICES)**

**1. Scope Of Work**

The work to be performed under this contract consists of furnishing all labor, materials, equipment, fuel, transportation, tools and supplies necessary for the performance of the service set forth in Attachment B and in the strict accordance with these specifications. The project location has been reviewed with the City of Beaufort (“City”) and located in accordance with the Core Commercial District.

## 2. General Conditions

- a) **Landscape Debris:** All landscape debris will be transported to a designated disposal area the debris must be removed at the Contractors expense.
- b) **Use of Maintenance Facility:** City of Beaufort will make certain areas of its current Public Works facilities adjoining the eastern public restrooms at the Waterfront Park available for storage of equipment and materials. Space may also be rented at the Public Works Complex, located at 16 Burton Hill Road, for a pre-determined fee to store and stage equipment and supplies. It is understood that the Contractor will abide by all rules and regulation for use of its facilities and that the expenses for care and cleaning of the facilities will be bore by the Contractor.
- c) **Bio-Hazards:** Contractor shall be responsible for policing, picking up, removing or disposing, in accordance with DHEC regulations, of certain materials that may be bio-hazard on the City's property (will be handled by the Contractor's employees at any time). This will include, but is not limited to items such as hypodermic needles, condoms, feminine hygiene products, dog feces, clothing or materials used in the process of cleaning up bodily fluids.
- d) **Workforce:** Contractor shall designate a qualified project field representative with a horticultural degree and a five year minimum experience in the services being provided. Contractor agrees to perform all services in and about City property in appropriate uniform. Contractor shall be responsible for the conduct of its employees in and about the property and shall be required to comply with such standards of conduct as may be established by City of Beaufort for its own employees. Contractor will comply with all necessary safety precautions and be OSHA compliant. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents and authorized to work in the United States.
- e) **Materials:** All materials shall be provided by the Contractor and shall conform to bid specification. Contractor will meet all Agricultural licensing and reporting requirements.
- f) **Licenses and Permits:** Contractor to maintain a Landscape Contractor's license if so required by State or local law and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- g) **Taxes:** Contractor agrees to pay taxes applicable to its work under this contract including sales tax on materials supplied where applicable.
- h) **Payment and Performance Bonds:** Contractor shall supply with his proposal proof of their ability to provide payment and performance bonds. A bid bond of no less than 5% of the total amount bid or a letter of bonding capacity from an approved insurance bonding agent are the only acceptable form of proof.

- i) **Subcontracts:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment as approved by the City of Beaufort. The contractor shall ensure that all subcontractors can demonstrate compliance with all applicable employment laws, business license regulations and all other City, State and Federal laws and regulations. The Contractor shall be liable for all damages of any kind whatsoever caused by the negligence of its subcontractor.
  
- j) **Invoicing:** Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on his/her bid. Any services for the rendered that are in addition to or beyond the scope of work required by this Agreement shall be agreed upon and approved, in writing, by both parties prior to work being done and billed separately.
  
- k) **Storm Damage and Emergency Clean-up:** Damage and litter from weather conditions involving, rain, hail, lightning, winds, ice, snow, and named storm of Category 2 and below is within the scope of the contract. For named storms of Category 3 and above, the Contractor shall make available crews, materials and equipment as needed by the City at the additional per hour work pricing submitted pursuant to this request. In the event of a major storm damage from flooding, hurricanes, tornadoes or other Acts of God, Contractor will perform emergency services and cleanup at the direction of the City of Beaufort, at a pre-agreed per-hour labor and equipment rate.

**The Contractor agrees to follow the FEMA guidelines for record keeping and reporting to the City of Beaufort and be paid for storm clean-up in accordance to the FEMA Storm Debris Removal Plan.**

**The Contractor shall be responsible for removing debris from the property and transport such debris to the waste collection points or as close to the waste collection points as safety and conditions permit. The Contractor agrees to operate in "good faith" to facilitate the cleanup of affective properties.**

**The Contractor must provide rates for pre-staging equipment to the pre-staging areas. The Contractor must also provide a recurring monthly fee in consideration for the covenant's and obligations of the Storm Debris Removal Plan.**

### **3. Term of Agreement**

The contract shall start upon approval of owner or agent and remain in effect for thirty six (36) month period. At the end of the (36) month initial term, this contract may be extended for an additional two (2) twelve (12) month periods upon mutual acceptance each year thereafter under the same terms and conditions. At the beginning of each renewal period, the annual fee shall be increased by the most recent consumer price index adjustment, not to exceed 3%.

## C. SPECIFICATIONS

### **MOWING**

All mowing operations shall be conducted in a prudent manner to protect the turf, trees, shrubs and other plantings. The Contractor shall take all necessary precautions to ensure the safety of all persons around the mowing operations. Turf grass shall be mowed to a specified height according to the type of turf grass being mowed and in accordance with accepted industry standards and the Attachment B. Prior to mowing any area, that area shall be inspected for all paper, cans, glass or other debris and these materials removed. Grass clippings shall be removed or mulched.

All Bermuda turf areas shall be mowed with rotary sports turf mowers or reel mower two times per week during the growing season and weekly during the non-growing season. Rotary blades should be inspected weekly and sharpened and/or replaced when necessary so as not to tear grass.

If turf cannot be mowed due to inclement weather and turf has exceeded the “no more than 1/3 leaf surface removal”, mowing height must be raised and turf mowed twice. Excess clippings must be removed.

### **LINE TRIMMING**

This service will be performed in accordance with Attachment B around all obstacles and along fence line even if treated with approved herbicides. String trimmers cannot be used near ornamental vegetation.

### **EDGING**

Edging is the mechanical and/or manual cutting of grasses and weeds from the edge of any hard pavement surface and the perimeter of any plant bed and will be performed in accordance with Attachment B.

### **TURF MANAGEMENT**

- **Soil Testing:** Soil samples shall be taken from turf areas (2) two times per year, in accordance with Attachment B and sent to an authorized testing lab for analysis. The results of these test shall be used to adjust the spring and summer fertilization applications as needed to promote optimal soil conditions for the turf.
- **Fertilizer:** All turf areas shall be fertilized with a professional turf fertilizer determined by the soil samples and the type of grass at least three times a year.
- **Weed Control:** The Contractor shall provide labor, materials and equipment for weed control of all areas in accordance with Attachment B. Pre-emergent herbicides shall be applied at a minimum of once a year to control broadleaf and grassy weeds. All herbicide applications shall be done in accordance with all Federal, State, County and City laws and regulations governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators.
- **Insect/Disease Control:** The Contractor shall provide labor, materials and equipment for insect/disease control of all turf areas on an as needed basis. The Henry C. Chambers

Waterfront Park will be treated in the Spring of each year with an insecticide containing Fipronil (example: Top Choice) due to high human contact, for fire ant and other insect control. All pesticide applications shall be done in accordance with all Federal, State and local laws and regulations governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators. A record will be kept of all chemical applications with dates, areas, amounts and ratios mixtures to be reviewed by the City of Beaufort Public Works Department.

- **Top Dressing:** Turf areas will have particle and nutrient analysis performed by accredited soil lab and copies of results must be made available to the City of Beaufort Public Works Department. Sand or soil to be used in the top dressing process shall be selected based on the lab results for particle match and sodium or calcium level. Top dressing of turf areas must be applied a minimum of twice per year per the schedule of services. Top dressing of one quarter of an inch must be applied per application. Total depth of top-dressing to be determined based on soil condition. Top-dressing is to be completed in conjunction with core aeration.
- **Core Aeration:** All turf areas will be aerated in March, June and August, in accordance with Attachment B. Turf will be affected during the following events and irrigation will have to remain off for the duration. Each event will require special treatment adjustments and the contractor will be responsible for proper care.

<b>Taste of Beaufort -</b>	First Friday and Saturday in May
<b>Gullah Festival -</b>	Thurs, Friday, Saturday and Sunday preceding Memorial Day
<b>Water Festival -</b>	First Tuesday in July, for two weeks
<b>Shrimp Festival -</b>	First Friday and Saturday in October
<b>Night on the Town -</b>	First Friday and Saturday in December

#### **ORNAMENTAL AND BED MAINTENANCE**

- **Pruning:** The removal of unwanted limbs, branches or outcroppings from plantings to achieve the desired visual results and to maintain the health of the plant shall be performed in accordance with Attachment B.
- **Weeding:** Weeding of ornamentals beds shall be accomplished thru the use of herbicides as well as hand removal. Weeding of ornamental beds shall be an ongoing operation and performed a minimum of one time per month in accordance with Attachment B.
- **Edging of Ornamental Beds:** All ornamental beds shall be edged using a vertical blade and unwanted growth removed in accordance with Attachment B.
- **Flower Beds:** All areas within the contract areas designated for annuals rotation (approximately 2,500 square feet of annual beds per rotation) will have annuals as approved by the City of Beaufort, rotated (2) two to (4) four times per year in accordance with Attachment B, depending on the requirements of the bed. Annual areas will be maintained by a specially trained seasonal flower technician on a weekly basis who will perform all routine flower bed maintenance operations in accordance with Attachment B. The cost of flowers for annual flower beds may later be taken out of the contract.

- **Fertilizing Shrubs and Ornamentals:** The health and wellbeing of the shrubs, flowers and all ornamentals will be the sole responsibility of the Contractor. Soil samples will be taken as needed to provide the proper nutrients for the plants in the beds. Replacement of dead shrubs and ornamentals during the duration of this contract, will be the responsibility of the Contractor. All shrubs and ornamental plantings shall receive a well-balanced professional grade fertilizer application three times per year, in accordance with Attachment B.
- **Insect/Disease Control:** The Contractor shall provide labor, materials and equipment for insect/disease control of all ornamental plantings, on an as needed basis. The intent is to keep the ornamental plantings as free as possible, from any pest (to include fire ants) and fungus that destroy or otherwise harm plantings. All pesticide/fungicide applications shall be done in accordance with all Federal, State, and local laws and regulations governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators.
- **Mulch and/or Pine straw:** The Contractor shall provide labor, materials and equipment to mulch areas within the Henry C. Chambers Waterfront Park. Pine straw may be used in the other areas in this scope of work. The intent is to provide a well-groomed appearance and weed control in this area.

#### **TREE MAINTENANCE**

- **Pruning:** All palm trees and other trees up to 20' in height that are within the project limits shall be pruned per horticultural acceptable standards to maintain the aesthetic properties of the specific tree per the schedule of services.

Crape Myrtles shall be pruned one time per year to remove wood no larger than 1 inch in diameter and shall not be hacked or knuckled.

Palm trees shall be pruned a minimum of two times per year to remove dead fronds and seed pods.

All other trees shall be pruned a minimum of two times per year to maintain sight lines and clearance for pedestrians and vehicles.

Mistletoe is to be removed a minimum of once per year.

- **Fertilization:** All trees that are within the project limits shall receive deep root fertilization specially formulated for the species and needs of the trees being fed; per soil samples. Fertilization shall occur a minimum of three times a year or as needed per soil samples.
- **Insect/Disease Control:** The Contractor shall provide labor, materials and equipment for insect/disease control of all trees up to 20', on an as needed basis.

#### **IRRIGATION MAINTENANCE**

- **Irrigation System Maintenance:** Irrigation system operation, maintenance and scheduling are the responsibility of the Contractor for all irrigation systems. Contractor will inspect each system in accordance with Attachment B or as needed. Inspection shall be performed when irrigation is operating and make necessary adjustment to heads and time clocks as needed. The Contractor will correct minor deficiencies at his/her cost.

Anything outside of normal wear and tear of the irrigation system will be reported to the City of Beaufort Public Works Department.

- Contractor will, in accordance with Attachment B, conduct a systems check on each irrigation system and do preventive maintenance on all irrigation components that include, but are not limited to pumps, valves and controllers. Parts such as sprinkler head, nozzle replacement and 9 volt battery are the responsibility of the Contractor. From time to time the Contractor shall be requested to adjust the timing of the irrigation cycles to accommodate events scheduled at the Waterfront Park.
- The City of Beaufort will maintain the backflow system and have it tested once a year.

#### **HENRY C. CHAMBERS WATERFRONT PARK PLAYGROUND**

- **Safety:** Playground and playground equipment are to be inspected by the Contractor each day for safety hazards, loose bolts, equipment deficiencies and graffiti. Repair or clean-up will be done at that time.
- **Mulch:** Mulch levels shall be checked in all fall zones each morning and maintained in accordance to Federal guidelines. Playground should be free of any hazard objects in the mulch/play area at all times.
- **Equipment and Grounds:** The Contractor shall perform all maintenance and repair caused by normal usage of the playground equipment in their intended manner so to preserve a safe environment in accordance with the U.S. Consumer Product Safety Commission's *Handbook for Public Playground Safety*. Should the playground equipment be damaged beyond what may reasonably be attributed to normal and intended usage, the Contractor must contact the City of Beaufort Public Works Department within (24) twenty-four hours to report. This includes any vandalism or sever damage, and is to be reported to the Public Works Department immediately.
- **Insect Control:** Top Choice is the only granular insecticide to be used in the playground area. All other chemicals are prohibited. It is to be applied once a year in early Spring in accordance with all Federal, State and local laws and regulations governing the use of pesticides/chemicals and shall be applied by properly trained and licensed applicator following the label guidelines.

#### **TWO RESTROOM FACILITIES**

The Contractor shall supply all labor, materials and equipment to perform janitorial service to the public restroom facilities. Restrooms will be cleaned a minimum of once a day and as needed and toilet paper restocked throughout the day.

The Contractor shall supply all labor, materials and equipment to perform all maintenance and repair cause by normal usage in their intended manner.

Doors are to be locked at dusk and unlocked at dawn.

#### **SIDEWALKS, PARKING LOT, STREET AND CURB SWEEPING**

Contractor shall supply all labor, materials and equipment to keep the sidewalks, parking lot and street free of trash and debris.

## **MISCELLANEOUS SERVICES**

- **Policing Grounds:** Pick up of all trash, paper, cans, bottles and other debris, including pine cones and fallen tree limbs and branches in the contract areas each day; 365 days per year in accordance with Attachment B.
- **Pavilion:** Annually power wash and repaint all metal surfaces. Gutters need to be clean out at the same time as painting is done. This will begin the 2<sup>nd</sup> year of contract.
- **Trash Receptacles:** All trash receptacles shall be emptied twice a day and any material adhering to the receptacle removed. Pet stations shall be emptied a minimum of once a day in the Core Commercial District.
- **Leaf Management:** During the fall and winter services, leaves shall be collected and removed from the premises in accordance with Attachment B.
- **Furniture:** Apply oil stain preservative twice a year. Broken furniture is to be removed and reported to the City of Beaufort Public Works Department within (24) twenty-four hours.
- **Pressure Washing:** Power washing shall be performed once a year, during the months of May - June and shall include the mechanical cleaning method for removal of mold and dirt from any and all hard walkway surfaces, retaining wall surface, raised planter, brick and concrete seating areas. This request for services specifically covers power washing of sidewalks on Bay, West, Scott and Port Republic Street within the Core Commercial District. Care shall be taken not to damage the surfaces being power washed.
- **Holiday Décor:** Contractor will also supply the necessary labor to assist in the installation and removal of Holiday Décor within the Core Commercial District at different times of the year.

## **SUBMISSION REQUIREMENTS**

### **1. RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:**

- i) Those contractors interested in providing lawn care, grounds and property maintenance, janitorial services, and parking lot, street, and curb services in the Core Commercial District must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in section C. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent's profile or brochure.

### **2. Proposal Development**

- i) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals

determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the proposer.

ii) **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

a. **Transmittal Letter**

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (i) Company name, address, telephone number(s), and website.
- (ii) Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the company and to whom correspondence should be directed.
- (iii) A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
- (iv) Proposal summary, including why the company is pursuing the work and how it is uniquely qualified to perform the services.
- (v) The letter must be signed by a corporate officer or person authorized to bind the contractor to the proposal and proposed cost.
- (vi) A statement indicating that the proposal and proposed cost will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract negotiated with the City of Beaufort.

b. **Experience and Qualifications**

Provide a short profile of your company including at a minimum:

- (i) Length of time in business.
- (ii) Length of time in providing proposed services.
- (iii) Number of clients.
- (iv) Number of clients in the public sector.
- (v) Number of full-time employees available to provide.

**c. Proposer's Work History and References**

Names, contact persons, addresses, emails, and phone numbers of references for clients, whom similar services have been provided as defined on Attachment A. Your proposal must specifically address the following:

- (i) Provide at least four letters of reference from current and/or prior public sector clients for which you provide or have provided similar services.
- (ii) Describe in detail your contracting experience in providing landscaping and maintenance services including information referencing the actual services performed and length of tenure.
- (iii) Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated.

**d. Work Schedule**

Provide a work schedule detailing how the required, services defined in this proposal will be performed on a monthly, quarterly and annual basis.

**e. Landscaping and Maintenance Financial Proposal**

The City is requesting that the contractor submit a FIXED FEE service contract for a thirty six (36) month period, with an option to renew for an additional two (2) twelve (12) month periods. Each twelve month period must be shown separately. Payment schedule should also be included (e.g. monthly, quarterly). Complete Attachment C.

Contractor must list, specifically, any services which would not be covered in the proposal price. Identify the following for those services not under the fixed fee:

- 1. A fee schedule containing any hourly rates not included in Attachment C
- 2. A description of how services will be billed
- 3. A description of additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

**f. Other Information to Provide**

- (i) List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
- (ii) Proposer shall be responsible for providing a Bid Bond in the amount of 5% of the total annual fix fee for Year 1. Failure to submit the necessary bond requirements with the proposal will cause rejection of the proposal. Bid Bonds of the unsuccessful Contractors will be returned upon award of the bid. Fax copies are unacceptable.

**g. Required Forms:**

- (i) Proposals must include the required forms.
  - 1. Certificates of Insurance showing present coverage as described in the “Insurance” section of the General Terms and Conditions.
  - 2. Three most recent Workers Comp Modification Reports
  - 3. Ethics in Public Contracting Certification
  - 4. Non-Collusion Affidavit
  - 5. Small / Woman-Owned / Minority Business Enterprise Form
  - 6. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
  - 7. RFP Signature page (must be signed in ink)
  - 8. Proposed Work Schedule

**EVALUATION PROCESS AND SELECTION CRITERIA**

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

**Lowest responsible bidder.** Contracts shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- (i) The number and scope of conditions attached to the bid.

It is the City’s intent to contract with one contractor to provide Landscaping and Maintenance Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. The committee will evaluate each Component separately. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest

responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City's RFP Evaluation Committee shall be based on the respondent's qualifications including, but not limited to the following:

**1. Approach and Methodology (maximum 25 points)**

Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Contractor to undertake the services outlined herein, including the proposed work plan and strategies to improve the delivery of services. The project approach shall be sufficiently detailed to convey the Contractor understands the requirements, staffing levels and obligations for the successful implementation and operation of this project. Proposals will also be evaluated for clarity/accuracy of the information requested.

**2. Experience of the Contractor (maximum 25 points)**

Consideration will be given to Contractors demonstrating strong capabilities, experience and reputation in providing services similar to those described in this RFP. Contractors should convey their experience in providing municipal / public landscaping and maintenance services similar to City of Beaufort. Similar experience will include providing similar services to major public sectors. This section should also include detailed information regarding similar contracts successfully managed by the Contractor including contract performance, the reliability of services, and technical expertise.

**3. Project Staffing and Experience (maximum 20 points)**

Proposal responses will include a cost of services proposal for all services outlined in the RFP. The cost of services proposal should also identify innovative and realistic strategies to reduce the City's landscaping and maintenance costs without affecting quality. Consideration will be given to proposals that present the optimum financial benefit to the City over the term of the contract.

**4. Satisfaction of Clients/End Users (maximum 15 points)**

Provided references will be contacted to provide feedback of their satisfaction of the Contractor. Contractors should be certain to provide references' contact information and make references aware that the City may contact them. Contractors are encouraged to request references return calls. Failure of City to reach references could adversely affect the score of this criterion.

**5. Financial Capability (maximum 15 points)**

Contractors will include authoritative documentation of their financial soundness and stability. Contractors should include the last two (2) annual audited financial statements, if available as annual financial reports.

The City may choose to interview one or more contractor(s) responding to this RFP. The City reserves the right to request and obtain, from one or more contractor(s), supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. After interview(s), the City reserves the right to give the top two ranked contractors the opportunity to make any adjustments to their proposals prior to the committee making a final decision. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

## **GENERAL TERMS AND CONDITIONS**

### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

### **PROPRIETARY INFORMATION**

The proposers are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the proposal.

### **BACKGROUND CHECK**

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### **REQUIREMENTS**

The successful vendor shall comply with all instructions and shall perform services in a manner to commensurate with the highest professional standards by qualified and experienced personnel.

### **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

### **ASSIGNMENT**

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

### **ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

### **COMPETITIVE NEGOTIATION SOLICITATION**

Negotiations shall be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked firsts shall be formally terminated and negotiations with the proposer ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

#### FORCE MAJEURE

The successful vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

#### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

#### FAILURE TO DELIVER

Awarded Company cannot enter into another landscaping and maintenance services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another landscaping and maintenance services contract within the City of Beaufort without the express written approval from City Council.

#### CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

#### EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City requested information and data for this purpose. The City reserves the right to reject any proposer if the evidence submitted by or investigation of the proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Proposer will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the proposer's own risk.

#### INDEMNIFICATION

The successful vendor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful vendor's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contact the following types of insurance with at least the limits shown.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the proposal.

- a) Commercial General Liability: The successful vendor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the successful vendor and against all claims resulting from damage to any property due to any act or omission of the successful vendor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 per occurrence

- b) Fidelity – Blanket Employee Dishonesty

The successful vendor shall maintain insurance for protection against all claims for the purpose of covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

- c) Theft, Disappearance, and Destruction Coverage

The successful vendor shall maintain insurance for protection against all claims for the purpose of protecting against loss of money and securities, inside the premises and outside the premises in the care of and custody of a messenger in an amount not less than..... \$500,000 per incident

- d) Comprehensive Automobile Liability: The successful vendor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the production of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 Combined Single Limit

- e) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 - Each Accident  
\$500,000 - Disease Each Employee  
\$500,000 - Disease Policy Limit

- f) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein: .....\$1,000,000 per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for proposal. It shall be an affirmative obligation upon the successful vendor to advise the City at fax number 843-525-7013 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Sub-consultant's Insurance: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

#### CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of proposals. However, any vendor that receives an award under this RFP shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

#### TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the successful vendor is not performing as set out in the contract. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

#### RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. The form can be found online at:

<http://www.sctax.org/forms/withholding/i-312-form>

If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**ATTACHMENT A**

**EXPERIENCE AND REFERENCE INFORMATION**

The Contractor shall provide the following information for all current. Additional pages may be attached as needed:

1. Organization Name and Type: \_\_\_\_\_

2. Contact Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Physical Location of Corporate Offices: \_\_\_\_\_

4. Similar Project Experience and References (Contracts over \$50,000.00):

a. Name of Client: \_\_\_\_\_

Client Contact Information:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Organization or Company: \_\_\_\_\_

Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

If not currently active why work was ended: \_\_\_\_\_

\_\_\_\_\_

b. Name of Client: \_\_\_\_\_

Client Contact Information:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Organization or Company: \_\_\_\_\_

Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

If not currently active why work was ended: \_\_\_\_\_

\_\_\_\_\_

c. Name of Client: \_\_\_\_\_

Client Contact Information:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Organization or Company: \_\_\_\_\_

Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

If not currently active why work was ended: \_\_\_\_\_

\_\_\_\_\_

d. Name of Client: \_\_\_\_\_

Client Contact Information:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Organization or Company: \_\_\_\_\_

Work Performed: \_\_\_\_\_



<u><i>Turf Maintenance</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Mow Bermuda Turf Area (1" min to 1.75" max)	<u>2</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>8</u>	<u>8</u>	<u>5</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>52</u>
Mow Non-Bermuda Turf Areas (2.5" to 3" max)	<u>1</u>	<u>12</u>											
Line Tran Mowing Obstacles	<u>2</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>38</u>
Mechanical Edging of Curbs and Walks	<u>2</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>38</u>
Soil Testing			<u>1</u>					<u>1</u>					<u>2</u>
Fertilizer				<u>1</u>		<u>1</u>			<u>1</u>				<u>3</u>
Pre-emergent Weed Control		<u>1</u>								<u>1</u>			<u>2</u>
Disease Control				<u>1</u>						<u>1</u>			<u>2</u>
Insect Control	<u>A</u>	<u>S</u>			<u>N</u>	<u>E</u>	<u>E</u>	<u>D</u>	<u>E</u>	<u>D</u>			
Fire Ant Monitoring and Spot Treatment	<u>A</u>	<u>S</u>			<u>N</u>	<u>E</u>	<u>E</u>	<u>D</u>	<u>E</u>	<u>D</u>			
Top Dressing			<u>1</u>				<u>1</u>						<u>1</u>
Aeration			<u>1</u>					<u>1</u>					<u>2</u>

<u><i>Ornamental &amp; Bed Maintenance</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Prune Ornamental Plantings	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>18</u>
Weed Ornamental Beds	<u>C</u>	<u>O</u>	<u>N</u>	<u>T</u>	<u>I</u>	<u>N</u>	<u>U</u>	<u>O</u>	<u>U</u>	<u>S</u>			
Edge Ornamental Beds	<u>2</u>	<u>24</u>											
Fertilizer Shrubs and Ornamentals		<u>1</u>		<u>1</u>			<u>1</u>						<u>3</u>
Disease Control	<u>A</u>	<u>S</u>		<u>N</u>	<u>E</u>	<u>E</u>	<u>D</u>	<u>E</u>	<u>D</u>				
Insect Control	<u>A</u>	<u>S</u>		<u>N</u>	<u>E</u>	<u>E</u>	<u>D</u>	<u>E</u>	<u>D</u>				
Pinestraw and Mulch Installments (3" to all beds)						<u>1</u>							<u>1</u>

<u><i>Tree Maintenance</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Trimming Tree (or as needed)	<u>1</u>												<u>1</u>
Fertilize Tree and Plants (Deep Root Injection)			<u>1</u>				<u>1</u>						<u>2</u>
Insect Control up to 20' height (or as needed)						<u>1</u>							<u>1</u>

<u><i>Irrigation System</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Check and Adjust	<u>off</u>	<u>off</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>2</u>	<u>1</u>	<u>off</u>	<u>26</u>
Spring Start-Up			<u>1</u>										<u>1</u>
Winterization											<u>1</u>		<u>1</u>

<u><i>Seasonal Color &amp; Holiday Decor</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Change Out Flower Beds (3.00 sf)			<u>.5</u>	<u>1</u>				<u>.5</u>			<u>1</u>		<u>3</u>
Flower Care Tech Service	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>16</u>
Holiday Décor (as needed)	<u>A</u>	<u>S</u>		<u>N</u>	<u>E</u>	<u>E</u>	<u>D</u>	<u>E</u>	<u>D</u>				

<u><i>Miscellaneous Services</i></u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
Policing Grounds for Trash (7 days a week)	<u>31</u>	<u>28</u>	<u>31</u>	<u>60</u>	<u>31</u>	<u>30</u>	<u>62</u>	<u>31</u>	<u>30</u>	<u>31</u>	<u>30</u>	<u>31</u>	<u>425</u>
Empty trash cans (2X per day in season; 1X per day remainder of year)	<u>31</u>	<u>28</u>	<u>31</u>	<u>60</u>	<u>62</u>	<u>60</u>	<u>62</u>	<u>62</u>	<u>60</u>	<u>62</u>	<u>30</u>	<u>31</u>	<u>579</u>
Leaf Management Service	<u>2</u>	<u>2</u>	<u>4</u>	<u>4</u>						<u>1</u>	<u>2</u>	<u>2</u>	<u>17</u>
Insect Control in Playground					<u>1</u>								<u>1</u>
Janitorial Services to Public Facilities	<u>30</u>	<u>28</u>	<u>31</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>30</u>	<u>31</u>	<u>30</u>	<u>31</u>	<u>431</u>
Vacuum/Sweep/Blow Parking Lot (1X per week)	<u>5</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>5</u>	<u>4</u>	<u>4</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>4</u>	<u>4</u>	<u>52</u>
Pressure Wash Hardscapes and Monument					<u>.5</u>	<u>.5</u>							<u>1</u>

**ATTACHMENT C**

**LANDSCAPING AND MAINTENANCE FINANCIAL PROPOSAL**

Year \_\_\_\_\_

SCOPE	TOTAL PRICE PER YEAR
Mowing	
Line Trimming	
Edging	
Turf Management	
Ornamental and Bed Maintenance	
Tree Maintenance	
Irrigation Maintenance	
Waterfront Park Playground	
Janitorial Services to Public Facilities	
Sidewalks, Parking lot, Street, and Curb Sweeping	
Miscellaneous Services	
<b>TOTAL ANNUAL COST:</b>	
<b>TOTAL MONTHLY FEE:</b>	

**ADDITIONAL WORK PRICING**

For special projects that are outside of the scope of the main contract, charges would be calculated as follows:

1. Labor would be charged for actual time spent performing the work at \$ \_\_\_\_\_ /man hour.
2. Materials would be charged at our invoice cost plus \_\_\_\_%.

Acknowledgement of Addendum: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION**

The undersigned Bidder, having carefully examined the RFP and all subsequent Addenda, hereby agrees to furnish all labor and services, according to the requirements of the RFP and all subsequent Addenda for the amount(s) provided above. The undersigned Bidder agrees to execute a contract for this Work in the above amount(s) and to furnish a surety bond as specified within 10 days after a written Notice of Award. Each component will be evaluated separately and awarded in whole or in part.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP SIGNATURE PAGE  
RFP NO. 2015-112

PROPOSER'S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Proposer** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.**

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subCompany in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_(state)  
My commission expires: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(title)

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Public for \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

## SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes      No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes    No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes      No</p> <p>If Yes, please indicate minority group:  <input type="checkbox"/> Asian American    <input type="checkbox"/> Black American  <input type="checkbox"/> Hispanic American    <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes      No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes      No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes      No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes    No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes    No</p>
<p>Is this business incorporated?</p>	<p>Yes    No</p>