

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL
RFP NO. 2020-102



CITY OF BEAUFORT
LANDSCAPING AND MAINTENANCE SERVICES –
RIGHT OF WAYS
DUE: FRIDAY SEPTEMBER 13, 2019 by 2:00 PM

CITY OF BEAUFORT, SC REQUEST FOR PROPOSAL RFP NO. 2020-102

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, Sept 13, 2019**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort LANDSCAPING AND MAINTENANCE SERVICES - RIGHT OF WAYS

SUBMIT: One (1) unbound original and three (3) bound copies of all requested documentation must be received on or before **2:00 P.M. ET Friday, Sept 13, 2019**.

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Paul McGee

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

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

EMAIL ADDRESS: pmcgee@cityofbeaufort.org

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2020-102 LANDSCAPING AND MAINTENANCE SERVICES – RIGHT OF WAYS"

A PRE-PROPOSAL MEETING WILL BE HELD AT 11:00 A.M. ET ON AUG 28, 2019 IN THE PLANNING CONFERENCE ROOM OF CITY HALL, LOCATED AT 1911 BOUNDARY STREET, BEAUFORT, SC 29902. ALL POTENTIAL OFFERORS ARE ENCOURAGED 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 PROPOSALS. 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 package 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 qualification.

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 How Do I – Submit - Bid Proposal – Current Bid Opportunities at www.cityofbeaufort.org.

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

THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., SEPT 3, 2019. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 4:00 PM ON SEPT 4, 2019

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 Terms & Conditions. The City's General Terms & Conditions, a required component of all competitive procurement proposals, may be accessed on the City's website under How Do I – Submit - Bid Proposal – Current Bid Opportunities at www.cityofbeaufort.org.

All proposers are to certify that they have read the General Terms & Conditions and will adhere to them as a component of the contract documents.

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 FOR CITY OF BEAUFORT RIGHT-OF-WAYS, LINEAR AREAS
AND MEDIANS
RFP NO. 2020-102**

A. INSTRUCTIONS

1. Introduction

The City of Beaufort invites contractors for landscaping and maintenance services for multiple rights-of-ways, linear areas and medians listed below and referred to as the “ROW” for a thirty-six (36) month period commencing on January 1, 2020, 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

Right-of-Ways, linear areas and medians (ROW-LA-M): This request for proposal pertains to the area located listed below.

Group 1: Group 1 is to be cut every 14 days during growing season and once a month December, January and February for a total of 23 cuts per year.

- 1) **S.C. Highway 170:** W.K. Alston to U.S. Hwy. 21/Boundary Street

Limits of mowing is from edge of road to back of ditch to include planted medians at S.C. Hwy.170 and Hwy. 280 and concrete medians on U.S. Hwy.170.
- 2) **U.S. Highway 21:** City Limits sign just before S.C. Highway 280 to Pigeon Point

(Lady’s Island Medians) Road and start back up on the Lady’s Island side of the Woods Memorial Bridge to Meridian Road; from the edge of sidewalk to the critical line or high-water mark. Along U.S. 21 from back of curb to property line. To include Hwy 21 area on Lady’s Island from Cougar Road to the 2nd Airport Circle intersection. (vegetative maintenance on and around wooden bridges are included if applicable)
- 3) **Ribaut Road:** U.S. 21 to Southside Blvd. to include areas from back of curb to property line, also growths on concrete medians.
- 4) **Boundary St. / Ribaut Rd. Medians:**

Located in front of the City of Beaufort Municipal Complex. Irrigation is present and annual flower beds at the tips. Annuals will need to be replanted Spring/Summer and Winter (twice a year).
- 5) **Battery Creek Road:** Allison Road to Waddell Road.
- 6) **Polk Street:** Hwy.21/Boundary Street to Hogarth Street.

- 7) **Hermitage Road:** This is the median and shoulders of Hermitage Road from Ribaut Road to South Hermitage Road. Also includes the irrigation system. Well will be maintained by City of Beaufort Public Works but must be reported to Public Works if there are any issues.
- 8) **North Hermitage:** North Street to Hermitage Road
- 9) **South Hermitage:** Hermitage Road to Fripp Street
- 10) **Depot Road:** Ribaut Road to Dead End into the Spanish Moss Trail.
- 11) **Pigeon Point Rd:** Boundary Street to the boat landing
- 12) **Spanish Moss Trail:** Trail from Westvine Drive to Burton Hill Road to include the Depot building/flowerbeds/irrigation and parking area at Depot trailhead. Portions of Clarendon Farm that are TMS R120 020 00 0054 0000 & R120 020 000 0242 0000 within the Beaufort city limits. (Vegetative maintenance on and around wooden bridges / trestles are included if applicable).

Group 2: Group 2 is to be cut once a quarter and is to include all streets within that neighborhood for a total of 4 cuts per year.

- 13) **The Old Point:** Carteret to the Beaufort River to include 9 (nine) Street ends.
- 14) **Pigeon Point:** All Streets located within its established boundaries
Beaufort River (North) to Boundary Street (South)
Beaufort River (East) to Rodgers Street (West) to include 2 (two) Street ends.
- 15) **Mossy Oaks:** Allison Road to Southside Blvd.
- 16) **Hundred Pines:** North Street to Allison Road.
- 17) **Spanish Point:** All Streets located within its established boundaries
western boundary is Ribaut Road - to include; Stuart Town Road, Stuart Town Court, Fort Littleton Road, Fort Marion Road, Spanish Point Drive, and Todd Drive.
- 18) **Floyd Heights (West End):** Prince Street to North Street.
- 19) **Higginsville:** All Streets located within its established boundaries
Beaufort River (North) to Boundary Street (South)
Rodgers Street (East) to Sycamore Street (South)

In the contracted areas, contractor is responsible for growth in sidewalk expansion joints, Type 16 drainage inlets, on concrete medians, and growth hanging over curb into gutter and encroaching from back of sidewalk. Contractor also responsible for pedestrian horizontal clearances (1' minimum) and vertical clearances (9' minimum).

2. Site Visit

Contractors are encouraged to personally inspect the ROW, linear areas and medians 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 and in the strict accordance with these specifications. The project location has been reviewed with the City of Beaufort ("City") and the contractor that is awarded this contract. All rights-of-ways extend to the back of drainage ditches, back of electrical poles or back of sidewalks; whichever governs. South Carolina Department of Transportation (SC DOT) requires a fourteen (14') foot clearance over all streets and a twelve (12') foot clearance over all sidewalks.

2. General Conditions

- a) Landscape Debris:** All landscape debris will be transported and removed at the Contractors expense.
- b) Biohazards:** Contractor shall be responsible for policing, picking up, removing or disposing, in accordance with DHEC regulations, of certain materials that may be biohazard in the areas listed in Part A, Section 1 above (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.
- c) Workforce:** Contractor shall designate a qualified project field representative with a five-year minimum experience in the services being provided and have available for consultation as the need may arise. 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.

- d) Materials:** All materials shall be provided by the Contractor and shall conform to bid specification. Contractor will meet all Agricultural licensing and reporting requirements.
- e) 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.
- f) Taxes:** Contractor agrees to pay taxes applicable to its work under this contract including sales tax on materials supplied where applicable.
- g) Payment and Performance Bonds:** Contractor shall supply with this 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.
- h) 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.
- i) 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.
- j) Storm Damage and Emergency Clean-up:** Damage and litter from weather conditions involving, rain, hail, lighting, 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 and/or FEMA rates for equipment and personnel costs. 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. The City of Beaufort reserves the right to determine and grant re-entry passes into Beaufort County in case of an evacuation.

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. In addition, The City of Beaufort is expecting at least a maintained with a "cut and trimmed" appearance during the entire growing season. "Cut and trimmed" is considered to be a maximum length of two (2) inches on Bermuda grass and three (3) inches on all other grasses.

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. 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.

After mowing and pruning, grass clippings and other litter or debris shall be removed from sidewalks and other paved areas; however, under no circumstances can the debris be swept or blown into any storm drain structure. Any safety hazards on sidewalk or areas should be reported to the City of Beaufort Public Works immediately.

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.

TURF MANAGEMENT

- **Soil Testing:** Soil samples shall be taken as requested from the City of Beaufort, in accordance with Attachment A and sent to an authorized testing lab for analysis. The results of these tests shall be used to adjust the spring and summer fertilization applications as needed to promote optimal soil conditions for the turf. A copy of the results along with recommended fertilization plan shall be submitted to the City for the review by the City of Beaufort Public Works.

- **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 the specifications listed in this RFP. Pre-emergent herbicides shall be applied at a minimum of once a year to control broadleaf and grassy weeds. The Contractor is responsible for obtaining all applicable local, state and federal licenses for the application of herbicide(s) and follow all pertaining guidelines and regulations for the herbicide application 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 City Facilities 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 pesticide 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 will be submitted to the City on a quarterly basis and will be reviewed by the City of Beaufort Public Works Department. The Contractor is responsible for all obtaining all applicable local, state and federal licenses for the application of insecticide and follow all pertaining guidelines and regulations for application governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators.

- **Top Dressing (only applies to Boundary Street median, Ribaut Road median & Lady's Island medians):** 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 once a year. Top dressing of one quarter of an inch must be applied per application. Total depth of topdressing to be determined based on soil condition. Top-dressing is to be completed in conjunction with core aeration and fertilization in April.

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 the specifications of this RFP.

- **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 preformed a minimum of once a month.

- **Edging of Ornamental Beds:** All ornamental beds shall be edged using a vertical blade and unwanted growth.

- **Flower Beds and Flowerpots:** All areas within the contract areas designated for annuals rotation will have annuals as approved by the City of Beaufort, rotated (2) two times per year, 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.

- **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 at least three times per year.

- **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 ROW- LA- M. The intent is always to provide a well-groomed appearance and weed control in these areas.

TREE MAINTENANCE

- **Pruning:** All 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. All Palm trees regardless of height within the project area shall be pruned a minimum of once per year in August 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. Any and all 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 once a year, in or around the month of February 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 is the responsibility of the Contractor for all irrigation systems. Contractor will inspect each system in accordance with the specifications of this RFP 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 their cost. Anything outside of normal wear and tear or negligence of the irrigation system will be reported to the City of Beaufort Public Works Department.

- Contractor will conduct a system 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, components and any batteries are the responsibility of the

Contractor. From time to time, the Contractor shall be requested to adjust the timing of the irrigation cycles.

- The City of Beaufort will maintain the backflow system, and have it tested once a year.

RIGHTS OF WAY

- Contractor is responsible for growth in sidewalk expansion joints, Type 16 inlets, on concrete medians, growth hanging over curb or in gutter, pedestrian horizontal clearances, and vertical clearances 12' minimum.

- In the fall leaves shall be mulched as in regular mowing schedule.

- Dead wildlife under twenty pounds within the right of ways is to be immediately removed. Dead wildlife over twenty pounds shall be immediately reported to local SC DOT office.

•Mowing Period

It is expected that mowing will take place between March 1st and December 31st. It is recognized that the exact start and end of the mowing season depends on weather.

Mowing Frequency at each Site

The contract will be awarded on the basis of a minimum number of annual cuts for each site. It is expected that this number of cuts will be sufficient to keep these properties maintained and neat.

Extra Cuts

It is understood that, depending on weather, more cuts may be required. Extra cuts will be compensated at the Per Cut rates set out in the contract.

Any additional cuts must be approved in writing by the City of Beaufort Department of Public Works before the work is done. The City of Beaufort is not obliged to pay for any extra work that has not been approved in advance.

Shrub Pruning Requirements

Pruning on all city shrubs in the listed below properties will be performed as needed to further enhance the appearance on the properties

The Contractor will prune all trees in the ROW to meet SCDOT requirements, including ornamental trees and all Palm trees will be pruned at a 10 & 2 (clockface) cut at least once a year.

MISCELLANEOUS SERVICES

- **Leaf Management:** During the fall and winter services, leaves shall be collected and removed from the premises.

- **All Hard surfaces:** All hard surfaces which include but not limited to, sidewalks, retaining wall surface, raised planter, brick and concrete seating areas shall be mechanical cleaned for removal of mold, dirt, stickers, gum, etc. as needed.

- **Vandalism:** Incidents of vandalism to City of Beaufort property is to be reported first to the City of Beaufort Police Department and then a follow up report to the City of Beaufort Public Works Department within (24) twenty-four hours with a City of Beaufort Police Department case number.

D. REPORTING & MEETINGS

- **Monthly Reports:** The contractor shall provide monthly reports to the City of Beaufort that details work/activity performed the prior month. The report shall also include future work/activities for the next month and report any issues/problems experienced by the fifth of every month. Additionally, applicable state report forms for pesticide application must be included with the monthly reports. Please refer to the Clemson Extension Department of Pesticide Regulation forms for the appropriate reporting form.

- **Yearly Schedule:** NLT that 15 January 2020, the contractor shall provide to the City of Beaufort a proposed yearly schedule that outlines all work to be completed.

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, and parking lot, street, and curb services in the City Facilities must submit one (1) unbound Original and three (3) 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 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 any and all 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. 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 A. 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:

- i. A fee schedule containing any hourly rates not included in Attachment A.
- ii. A description of how services will be billed.
- iii. 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 letter from the surety company that would issue Performance and Payment bonds for the Contractor included on your team, providing information on the Contractor's bonding capacity. Performance and Payment bonds are required.

g. Required Forms:

Proposals must include the following required forms:

1. Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
2. Ethics in Public Contracting Certification
3. Non-Collusion Affidavit
4. Small / Woman-Owned / Minority Business Enterprise Form
5. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
6. RFP Signature page (must be signed in ink)
7. Price Summary Form

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. The City shall award this contract to the best qualified bidder.

- 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)

Customer service satisfaction of existing and/or past clients will be considered during the evaluation process. 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 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.

**ATTACHMENT A
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
- Sidewalks, Parking lot, Street, and Curb Sweeping
- Miscellaneous Services

TOTAL ANNUAL COST:

TOTAL MONTHLY FEE:

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. 2020-102**

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: _____