

City of Myrtle Beach Request For Proposal

RFP 18-R0002 Landscape Retention Ponds

Issue Date: July 26, 2017



First in Service

Issued By:

Purchasing Division
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577
Phone: 843-918-2170

www.cityofmyrtlebeach.com

City of Myrtle Beach Purchasing Division
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577



REQUEST FOR PROPOSAL	
RFP # 18-R0002 Landscape Retention Ponds	
Buyer Contact:	Ruth Burleson 843-918-2173 rburleson@cityofmyrtlebeach.com
Mandatory Pre-Proposal Conference: Attendance is required for proposal consideration.	2:00 PM August 2, 2017 Procurement Office
Opening Date & Time:	2:00 PM August 9, 2017 Procurement Office 3231 Mr. Joe White Avenue

Please note the following required condition (if indicated by an **X** below):

Proposal for a service \$20,000.00 or greater must be accompanied by a bid bond in the amount of five percent (5%) of the total dollar amount of the proposal submitted, payable to the City of Myrtle Beach.

No proposals will be accepted unless submitted on the forms furnished herein. All pages of the proposal must be in a sealed envelope and delivered in accordance with these instructions:

- The envelope must be marked with company name, proposal number/name, and time/date of proposal opening.
- Proposal packages shall be delivered to the address listed above. The City of Myrtle Beach is not responsible for late or misdirected mail.

If the above criteria are not met, your proposal may be rejected. Proposals are not subject to public reading.

Offerors are advised that from the date of issue of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications/requests for clarification are to be directed to the Buyer listed above.

It is the intent and purpose of the City of Myrtle Beach that this Request for Proposal promotes competitive proposals. It shall be the Offeror's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than three (3) City of Myrtle Beach business days prior to the proposal opening date.

Offeror to complete this section:

Name of Offeror: _____

Address: _____

Phone Number: _____

E-mail: _____

Please note: Signature is required on page 20.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS
MUST BE SIGNED AS PART OF REQUEST FOR PROPOSAL PACKAGE**

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1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. RFP – Request for Proposal
- C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.
- D. Proposal – the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.
- E. Addendum – a written change, addition, alteration, correction, or revision to a proposal document.
- F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, and will provide the appropriate performance and payment bonds.
- G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw from the bid.
- H. Performance Bond – guarantees execution of the terms of a contract.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project.

2.0 AUTHORITY:

- 2.01 **Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.
- 2.02 **Written Explanations.** Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Offeror.
- 2.03 **Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals.

Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.

2.04 Written Addenda. Should the procurement manager deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

3.01 Availability of Documents. Proposal documents may be obtained through the City of Myrtle Beach website (www.cityofmyrtlebeach.com), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.

3.02 Responsive Proposals. The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a proposal is responsive.

3.03 Non-Responsive Proposals. Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.

3.04 Document Completion. A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal documents prior to submission must be corrected by marking through the entry in blue ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue ink.

3.05 Contents of Proposal Packet. The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.

- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are open to the public at the opening date and time so specified on the front cover sheet. Only the names of offerors shall be read aloud. The contents of the proposals shall not be disclosed.
- 3.09 Document Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Offeror. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

4.0 FULL EXAMINATION:

- 4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Offeror from any obligation in respect to the proposal.
- 4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. No offeror will be admitted to a pre-proposal meeting after the specified start time, otherwise the proposal will be considered non-responsive.

4.03 Evidence of Examination. Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

5.01 Unit Pricing. Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.

5.02 Cash Discounts. Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.

5.03 Changes in Cost. If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

5.04 Price Evaluation. The City of Myrtle Beach shall evaluate the Offeror's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the Offeror's proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items.

6.0 TAX INFORMATION:

6.01 Sales Tax/Federal Tax. The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All applicable taxes should be shown as separate line items unless otherwise indicated.

6.02 Payment of Taxes. The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

7.0 MATERIAL ASSESSMENT:

7.01 Product Documentation. Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

7.02 Safety Data Sheet (SDS). If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.

7.03 Evidence of Work/Product. All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.

7.04 Sample Submission. When samples are required with a proposal, they must be submitted with the proposal unless approved by the purchasing manager or purchasing manager's authorized representative.

7.05 Sample Ownership. Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.

7.06 Furnished Items. Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

7.07 Quality of Items. Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror's risk and expense, or the City may dispose of them as its own property.

8.0 CHANGES IN SPECIFICATIONS:

8.01 Authority of Specifications. It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer,

agent, or employee of the City shall affect or modify any of the terms and conditions.

8.02 Equipment. If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

8.03 Deviation from Specifications. Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror strictly accountable to the specifications as written herein.

8.04 Material Preference. The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.

8.05 Changes after Award. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Offeror.

8.06 Equivalent Items. For items identified in this proposal as "brand name or equal," the Offeror's proposal must indicate each product that is being offered as an "equal" product by providing the following information:

- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the proposal
- B. A clear identification of the item by brand name and make/model number (if any)
- C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
- D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements

Compliance verification is performed by the City purchasing buyer and their requestor(s). The purchasing buyer is required to evaluate "equal" products on the basis of information furnished by the Offeror, or identified in the proposal. The buyer is not responsible for locating, obtaining, or researching any information that is not provided. An Offeror's product will not be considered as an "equal" product if there is an inadequate description of how the "equal" product meets the salient characteristics specified in the proposal.

9.0 MODIFICATIONS:

9.01 Additional Work. The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.

9.02 Adjustments to Items/Work. The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

10.0 BOND REQUIREMENTS:

10.01 Proposal/Performance/Payment Bonds. If required, Offeror shall supply a proposal bond of 5% of the total proposal amount. The successful Offeror at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach) in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$20,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds will be accepted.

11.0 DELIVERY:

11.01 Warehouse Deliveries. Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.

11.02 Dates. The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all

claims against carriers for missing or damaged items.

11.03 Delivery Price. Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).

11.04 Documentation. Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).

11.05 Wrong Deliveries. In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the purchasing division, the contractor, upon notification, shall immediately remove from the premises any such materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

12.0 AWARD CRITERIA/TIMELINE:

12.01 Award Criteria. For service and supply-related requirements, the award will be made within the time specified to the responsible Offeror meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following criteria shall be used in making this determination:

- A. Superior quality and specification adherence
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and warranties
- E. Company's reputation and financial status
- F. Past experience and cost with similar or like equipment or service
- G. Anticipated future cost and experience
- H. Performance of proponent's equipment by other agencies, plants, and firms

Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

12.02 Contract Issuance. The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

12.03 Commencement of Work. Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through _____. Contract

prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.

12.04 Contract Timeline. In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.

12.05 Notification. Proposal tabulations will be available on-line at www.cityofmyrtlebeach.com/purchasing.html. Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.

12.06 City Business License. The successful Offeror must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a proposal; however, any offeror that receives an award under this proposal shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.

13.0 OFFEROR RESPONSIBILITIES:

13.01 Duration of Proposal. Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.

13.02 Transfer of Responsibilities. The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.

13.03 Drug-Free Workplace. In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.

13.04 Subcontractors. The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or

indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.

13.05 Coordination and Contact. The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

13.06 Liquidated Damages. If the Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of \$_____ per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Offeror.

13.07 Force Majure. The Offeror shall not be held responsible for failure to perform the responsibilities imposed by this proposal due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the proposal.

14.0 INDEMNITY CLAUSE:

14.01 Hold Harmless. The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, from all claims, loss, damage, injury, fines, penalties, demands, actions, suits, and liabilities arising from the contractor's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the contractor. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by the City in response to such claims, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.

14.02. Failure to Enforce. Failure by the City at any time to enforce the provisions of the proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

15.0 FEDERAL AND STATE LAWS:

15.01 Employment Regulations. Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve-month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

- A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or
- B. To employ only workers who:
 - 1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles; or
 - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements; or
 - 3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.

15.02 Employment Discrimination. During the performance of this proposal, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, orientation, age, disability, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this proposal. Furthermore, the Offeror agrees that this non-discriminatory agreement shall be incorporated by the Offeror in all contracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

15.03 Compliance with Laws. The Offeror shall, in the performance of work under this proposal, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the City harmless from any liability resulting from failure of such compliance.

16.0 FINANCIAL ACCOUNTING:

16.01 Representation. The selected Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. Records shall be kept in accordance with sound, generally accepted accounting principles. The

City shall have the right to audit all records pertaining to the costs incurred under this proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.

16.02 Payment. Inspection and acceptance of the material, goods, and/or service by an authorized representative of the City shall be required prior to any payment. After acceptance by the City, payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice.

17.0 PROPOSAL REJECTION/WITHDRAWAL:

17.01 Reasons for Rejection. The City of Myrtle Beach may reject a proposal if:

- A. The Offeror misstates or conceals any material fact in the proposal; or if,
- B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
- C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.

17.02 Best Interest of City of Myrtle Beach. The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.

17.03 Determination of Responsibility. The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.

17.04 Disqualification. Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.

17.05 Withdrawal Timeline. Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal

has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

18.0 PROTESTS:

18.01 Procedures/Timelines. Protest of Proposal Specifications and/or Contract Terms:

- A. Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the RFP, protests of the proposal specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to proposal closing.
- B. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms.
- C. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) city of Myrtle Beach business days to the procurement buyer.
- D. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above.
- E. Submission of a proposal without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.
- F. A decision by the procurement buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of proposals. A copy of the decision may be obtained at the procurement manager's office.
- G. If, in the judgment of the procurement manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications, or other contract documents shall be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.

18.02 Procedures/Timelines. Intent to Award:

- A. The written purchase order shall constitute a final decision of the City of Myrtle Beach to award the contract if no written protest is filed with the City within five (5) City of Myrtle Beach business days of the posting of the proposal tab. If a protest is timely filed, the purchase order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.
- B. Purchasing buyer shall notify winning Offeror five (5) City days after proposal tab is posted on the City website. It is the responsibility of the Offeror to check the website. Any actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror on the same solicitation shall have five (5) City business days after the posting of proposal tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period

as may be provided in the City's request for proposals.

- C. Offerors must submit written protests of the intent to award to the procurement manager within five (5) business days. The written protest must include name and contact information of the protestor, solicitation, title and number, the grounds upon which the protest is based, and relief expected.

19.0 CITY RESERVED RIGHTS:

19.01 Reserved Rights. The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the proposals submitted
- B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
- F. Only the evaluation factors specified in this solicitation may be used as a basis for award.

19.02 Final Judgment. If any doubt or difference of opinion arises between the City of Myrtle Beach and the Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.

19.03 Clarification. The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.

19.04 Price Increase. The City of Myrtle Beach reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

19.05 Loss/Damage. The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the RFP process.

19.06 Performance Failure. In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves

the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.

19.07 Termination for Convenience. The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

19.08 Termination for Default. The performance of work under this proposal may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

19.09 Negotiation. Prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The negotiation period shall be no more than five (5) City business days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the City shall reject any or all proposals.

20.0 ADA COMPLIANCE:

20.01 Contact Information. Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal package. If you need disability-related accommodations, please contact (843) 918-2170.

21.0 SIGNATURES:

21.01 Accuracy and Completeness. The authorized signer of the proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.

21.02 Non-Collusion. The authorized signer of the proposal certifies that the proposal is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude an Offeror from submitting a proposal.

21.03 Compliance. By Signature below the Offeror affirms that they have examined, understands and accepts all instructions, specifications and conditions, and shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

Signature of Offeror

Date of Signing

Print Name of Offeror

If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will be faxed.

SPECIFICATIONS

RETENTION POND GROUNDS AND LANDSCAPE MAINTENANCE

INTENT

It is the intent of the City to establish a term contract for Retention Pond Grounds and Landscape Maintenance to be performed on a year round basis at the locations specified elsewhere in these specifications.

The successful contractor shall be responsible for providing all materials, supplies, tools equipment, labor, supervision, transportation and all other things necessary to perform the services required under this contract.

SCOPE OF WORK

As outlined in these specifications, work shall include the care and maintenance of the specified retention pond banks and surrounding areas within thirty (30) feet of each pond bank, which will include, as applicable, all grassed areas, plants, shrubs, trees, sidewalks, curbing and paved surfaces. The work will include, but is not limited to, mowing, trimming, edging, pruning, mulching, fertilizing, pest control, irrigation maintenance and the removal and disposal of all foreign objects, trash, litter and debris.

Damage caused by “Acts of God”, such as flooding and storm or hurricane damage, will not be covered under this contract. Additional compensation shall be negotiated between the City and contractor for any work required due to damage caused by “Acts of God”.

SITE VISITS

Site visits are not mandatory, however, the City strongly advises all parties interested in submitting a proposal make site visits and conduct initial inspections of the areas to be maintained to ensure that the proposer fully understands the scope of work and the current condition of the specified areas.

The successful contractor shall accept responsibility for the specified areas in “as is” condition and, where needed, must bring these areas up to City standards. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the City or the compensation to the contractor.

PROPOSAL SUBMISSION

The successful contractor shall be experienced in grounds and landscape maintenance and shall have past experience with projects similar in scope and size to that listed in these specifications. The contractor shall have an education in agronomy and ornamental horticulture.

By submission of a proposal, the proposer represents that the proposer and all employees and agents of the proposer are fully competent, properly trained and qualified to perform all services required under this contract. The proposer further represents that the proposer is experienced in these types of services and that all services performed hereunder shall be of the highest professional quality.

SPECIFICATIONS continued

REJECTION AND WAIVER

This proposal shall in no way commit the City to award a contract for Retention Ponds Grounds and Landscape Maintenance or to pay any cost(s) incurred by proposer(s), including but not limited to, on site visits, preparation and submittal of proposal documents or final contract negotiations.

The City, at its sole discretion, reserves the right to accept in whole or in part or reject any or all proposals received, negotiate administrative details or details of terms of the contract with any/all qualified proposers who submitted a proposal or waive minor irregularities, technicalities or informalities in submitted proposals.

The City also reserves the right to cancel in part or in its entirety this proposal if it is deemed to be in the best interest of the City to do so. Neither the City nor any person acting as an agent for the City will be obligated in any way by a proposer's response to this proposal.

CONTRACT AWARD

Proposals will be examined promptly and award will be made at the earliest possible date. Award shall be made to the responsible proposer meeting the proposal requirements and having the lowest possible cost consistent with the quality and services needed for the performance of the work. The following criteria and percentages will be used in making this determination:

- A. Education and qualifications of officers employed by proposer's company for the type of work required in this proposal – 25%
- B. Past experience with similar or like services provided by the proposer, including ability to perform large scale landscape services if required, and past performance on similar or like services – 25%
- C. Possession of required licenses – 25%
- D. Cost – 25%

TERM OF CONTRACT

The term of the contract shall be for a period of five (5) years, one base year and an option to renew the contract for four (4) additional one (1) year periods provided both parties agree and the renewal is documented by contract and/or purchase order.

CONTRACT PRICE

The contract price shall be the annual cost to provide grounds and landscape maintenance services for the specified locations, however, the contract price will be divided into twelve (12) equal monthly payments and the City shall pay the successful contractor a monthly payment for services rendered.

No additional work will be allowed or paid for unless such work is ordered in writing by the Purchasing Division and the price for such established and agreed upon before such work is performed.

SPECIFICATIONS continued

PRICE INCREASE

The contract price shall remain firm for the entire term of the contract. A price increase will be allowed at the beginning of the contract renewal period, should the contract be renewed, however, the price increase shall not exceed the percentage of price increase established as a result of this bid.

LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATIONS

City of Myrtle Beach Business License

Upon award of the contract, the successful contractor shall have or must obtain a valid and current City of Myrtle Beach Business License prior to conducting any work under the contract. The business license must be kept current during the entire term of the contract. For questions regarding a business license, please contact the City of Myrtle Beach Business License Division at 843-918-1200.

The successful contractor must have on file with the City of Myrtle Beach Business License Division a current "Affidavit for Tree Protection Ordinance" form or must submit a signed affidavit when applying for or renewing a business license stating that the contractor has received and read City of Myrtle Beach Tree Protection Ordinance Section 903 and Solid Waste Disposal letter, dated October 16, 2009.

Commercial Pesticide Applicator License

The successful contractor must have in the contractor's employ a licensed commercial pesticide applicator capable of performing all pesticide services required under this contract. **The applicator must be licensed in the State of South Carolina and a copy of a valid and current license for the applicator is to be included with the submitted proposal.**

Additional Licenses, Permits, Registrations and Certifications

The contractor must possess, and keep current and valid at all times during the term of the contract, all other applicable licenses and all permits, registrations and certifications required to perform the specified services.

All Licenses, Permits, Registrations and Certifications

No license, permit, registration or certification shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

The contractor shall bear the cost of securing all required licenses, permits, registrations and certifications and for the payment of all applicable taxes and/or fees required to perform the services under this contract.

SPECIFICATIONS continued

After award, if any applicable contractor/contractor employee license, permit, registration or certification is suspended or revoked, notice must be given to the City within five (5) working days.

The City reserves the right to, at any time during the term of the contract, request copies of all applicable licenses, permits, registrations and certifications.

REGULATIONS, STANDARDS, CODES AND ORDINANCES

Work under the contract shall be performed in compliance with City of Myrtle Beach Zoning Ordinance Article 9, Section 903, Tree Protection and ANSI A300 Pruning Standard, current edition.

The contractor shall, at all times, while performing the services required under this contract, comply with all other applicable federal, state, county, municipal and local regulations, standards, codes, and ordinances. The latest edition(s) or, when applicable, edition(s) as adopted by the local authority having jurisdiction shall apply. No plea of ignorance on the part of the contractor shall, in any way, relieve the contractor from responsibility for compliance with said regulations, standards, codes and ordinances.

PAYMENT OF FINES AND PENALTIES

The successful contractor shall pay all fines and/or penalties assessed the City by any law organization or entity having jurisdiction for the contractor's violations of applicable statutes, regulations, standards, codes, ordinances and/or orders arising in connection with the contractor's performance of services under the contract.

DRUG FREE WORKPLACE

The contractor shall maintain a drug free workplace throughout the entire term of the contract.

A "drug free workplace" means a site for the performance of work done in connection with a specific contract of an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance.

ATTIRE

All contractor employees shall be "in uniform" while performing work for the City. Uniforms shall consist of clothing that identifies the company performing the work and enables quick recognition that the individuals are there to perform grounds and landscape maintenance. Shirts and shoes must be worn at all times while performing work for the City.

MATERIAL SAFETY DATA SHEETS (MSDS)

The successful contractor must acquire and maintain up-to-date Material Safety Data Sheets (MSDS) for all contractor owned chemical products used to perform the services required under this contract. The City shall have the right to, at any time during the term of this contract, request and receive copies of any or all applicable MSDS sheets. Requested MSDS sheet(s) shall be provided at no charge to the City. The City reserves the right to reject any product(s) it feels could be harmful to persons or property.

SPECIFICATIONS continued

EXCLUSIVITY

This contract shall be for the services specified, however, this agreement should not be considered exclusive. The City reserves the right to also obtain these services from other contractors when deemed necessary and determined to be in the best interest of the City to do so.

CHANGES IN SERVICES

The City shall have the right to order additions to, deletions from or corrections, alterations and modifications to the contract.

Changes involving an increase or decrease in the work to be performed, cost of the work, time permitted for the work or inconsistencies with the proposal specifications shall be authorized when mutually agreed upon by the City and contractor. Such changes shall in no way affect, vitiate or make void the contract or any part thereof, except that which is necessarily affected by such changes.

In any case of neglect or refusal by the contractor to perform any extra work authorized by the City or to make satisfactory progress in the execution of the same, the City may employ any person or persons to perform such work and the contractor shall in no way interfere with the person or persons so employed.

TERMINATION FOR CONVENIENCE

For convenience, either party may terminate the contract by providing written notice a minimum of thirty (30) days prior to the proposed termination date.

LOCATIONS

Locations are as follows:

1. Two (2) ponds located on Robert Grissom Parkway between Highway 501 and Mr. Joe White Avenue (one (1) pond located on each side of Robert Grissom Parkway).
2. One (1) pond located on Robert Grissom Parkway between Mr. Joe White Avenue and 21st Avenue North. (Pond is located on the east side of Robert Grissom Parkway and is bound by the Horry County Office Building located on 21st Avenue North and the rear lot line of homes located along King Street and Graham Street).

REQUIRED WORK

The banks and surrounding areas of the retention ponds specified above must remain presentable in appearance at all times.

For the purpose of this contract, areas to be maintained shall be defined as:

1. All pond banks. The definition of "pond bank" shall mean the slope of land surrounding and adjoining each body of water. The water surface of the ponds **will not** be included in this contract.

SPECIFICATIONS continued

2. All grassed areas, plant material, shrubs, trees, sidewalks, curbing and paved surfaces surrounding each pond that falls within a distance of thirty (30) feet from the top of the slope of each pond bank.

All work shall be performed weekdays, Monday through Friday, during normal working hours. The contractor shall perform all work with no interference to any public or private event(s) taking place at or near the listed job sites.

All equipment and tools used while performing the services required under this contract shall be appropriate for the task being performed and shall be well maintained and in proper working order.

All work shall be completed in a professional and workmanlike manner according to industry standards.

The contractor shall be totally responsible for the safety of each job site during maintenance activities and all associated hazards/liabilities of the work to be performed. Sound safety practices must be adhered to.

All buildings, utilities, improvements, equipment, vehicles, etc. must be protected at all times. The contractor shall take proper measures to protect adjacent or adjoining property that might be injured and/or damaged by any process of the work to be done. In case of injury or damage, the contractor shall restore at the contractor's expense and to the satisfaction of the City, the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done.

I. MOWING, TRIMMING AND EDGING

- a. All pond banks and grassed areas shall be mowed every two weeks beginning the first week in March through the end of September. During the months of October through February all pond banks and grassed areas shall be mowed once per month.
- b. All grass shall be mowed at the proper height for the species being maintained. Trash, litter, debris and any foreign objects must be removed from all areas to be mowed, prior to mowing. Mowing over trash, litter, debris and foreign objects will be unacceptable.
- c. All pond banks and all grass around plant beds, shrubs, shrub beds, trees, obstacles, sidewalks, curbing and paved surfaces shall be trimmed with a string trimmer, as needed, in conjunction with the mowing schedule.
- d. Grasses and brush around pond banks toward the water's edge that cannot be mowed or trimmed to a reasonable height with a string trimmer shall be manually cut or trimmed.
- e. Edging, by use of a vertical blade edger, of all plant/shrub beds, sidewalks, curbing and paved surfaces shall be performed a minimum of twice yearly (spring and fall). A clear line of distinction must be maintained throughout the year which may require edging to be performed more frequently than twice a year.

SPECIFICATIONS continued

II. PESTICIDES

Pesticide applications to control and deter weeds, diseases and harmful insects are included in this contract for all grass, plant material, shrubs and trees. It shall be the responsibility of the contractor to ensure that all pesticides are applied seasonally at the appropriate time(s), are appropriately labeled for the application, and are applied at the recommended rate(s) for the species of material being maintained and/or targeted pest(s).

All pesticide applications must be performed by a certified pesticide applicator or under the direct supervision of a certified pesticide applicator commercially licensed to perform pesticide applications in the state of South Carolina.

A. Weed Control

All grassed areas, plant/shrub beds, sidewalks, curbing and paved surfaces shall be maintained in a weed free manner. Weed control shall include the use of the following methods as applicable to the situation to maintain a weed free environment:

1. Pre-emergent Herbicide(s) – Appropriately timed spring application (may require split application)
2. Post-emergent Herbicide(s) – Post-emergent weed control shall be ongoing as necessary for both grass and plant/shrub beds. Approximately every three (3) months, or more frequently when required, post emergent herbicide(s) shall be applied to emerged weeds. Both broadleaf and grassy weed herbicides shall be applied as necessary to maintain a weed free appearance.
3. Manual or Mechanical Removal – Emerged weeds shall be removed, as needed, by handpicking or mechanical means in conjunction with the mowing and trimming schedule.
4. Mulching - Suppression of weeds shall be assisted through required mulching practice as listed elsewhere in these specifications.
5. Weed control shall be ongoing for sidewalks, curbing and paved surfaces. At minimum, nonselective, water based herbicide(s) shall be applied as needed to sidewalks, curbing and paved surfaces to maintain a weed- free environment.

B. Insect and Disease Control

Insect and disease control for all grass, plant material, shrubs and trees shall consist primarily of a reactive nature with two (2) exceptions:

SPECIFICATIONS continued

1. Given the reoccurring and damaging nature of mole crickets and fire ants, as a preventative, all grass shall receive one annual application of an insecticide effective at controlling mole crickets and fire ants. The application shall be applied at the appropriate time during the season and at the appropriate rate for the species of material being maintained.
2. Fire ant control shall be conducted on an ongoing basis throughout the year. Observed mounds shall be treated immediately upon discovery.

Other insect and disease problems shall be detected through visual inspection of the grass, plant material, shrubs and trees. These inspections shall be in conjunction with normal maintenance procedures. Corrective measures will be required within five (5) days of discovery of an insect or disease problem.

III. LANDSCAPE PLANTS

Should any plant material die because of improper care, the contractor will be required to replace the plant material immediately at the contractor's expense. Should any plant material die due to natural circumstances, the plant material shall be replaced by the contractor, at additional cost to the City after receiving approval by the City.

IV. FERTILIZATION

All grassed areas, plant material, shrubs and trees shall be fertilized twice a year. It shall be the responsibility of the contractor to ensure that all fertilizers are of the proper type and analysis for the species being maintained, are applied seasonally at the appropriate times, are appropriately labeled for the application and are applied at the recommended rate(s).

V. MULCHING

All plant/shrub beds shall receive a two (2) inch application of shredded hardwood mulch annually during the month of April. Pine straw may be substituted for hardwood mulch where approved by the City. Mulch shall be replenished when and where needed on a continuing basis.

VI. PRUNING AND REMOVAL/REPLACEMENT OF SHRUBS AND TREES

1. Pruning of shrubs and trees shall be performed throughout the year to preserve the natural or desired growth characteristics appropriate for each species and relative to the species location, but shall not be less than twice a year. The timing of this work shall be scheduled in a seasonal manner appropriate for the species being maintained. Palm trees shall receive special attention during seed head production with seed heads being removed immediately.
2. Dead, broken/overhanging limbs shall be removed as discovered.

SPECIFICATIONS continued

3. Upon discovery of dead or dying shrubs and/or trees, the contractor shall immediately notify the City, and upon receiving approval by the City, shall remove dead or dying shrubs and/or trees with a caliper of six (6) inches or less. The City shall be responsible for removing dead/dying trees that are of a caliper over six (6) inches.
4. Replacement of dead or dying shrubs and/or trees with a caliper of six (6) inches or less shall be completed by the contractor at additional cost to the City after receiving approval by the City.
 - a. Exception - Death to shrubs/trees due to negligence in the performance of assigned duties on the part of the contractor, in which case the contractor will be required to replace the dead shrubs/trees at the contractor's expense.

VII. CLEAN UP, LITTER CONTROL AND WASTE DISPOSAL

1. All grass clippings, cut brush, trash, litter, debris and other foreign objects shall be removed from the pond banks in accordance with the mowing and trimming schedule.
2. All grass shall be maintained in a neat and well-groomed manner by removing leaves, accumulated grass clippings, broken branches, limbs, trash, litter, debris and other foreign objects in accordance with the mowing and trimming schedule.
3. All plant and shrub beds shall be maintained in a neat and well-groomed manner. Leaves, trash, litter, debris and other foreign objects shall be removed by raking or handpicking when needed in conjunction with the mowing and trimming schedule.
4. All sidewalks, curbing and paved surfaces adjacent to grass and plant/shrub beds shall be swept or blown clean immediately following each mowing, trimming, edging or other maintenance operation.
5. All waste including, but not limited to, yard waste, trash, litter, debris and foreign objects shall be removed and properly disposed of immediately upon completion of each maintenance operation. The contractor shall be responsible for all costs/fees associated with the disposal.

IX. MONTHLY CONTRACTOR REPORT

The contractor will be required to submit to the City a monthly contractor report for each specified location and the monthly report must be submitted with the monthly invoice.

Information to be included in the monthly report for each specified location will be as follows:

SPECIFICATIONS continued

1. An overall observation of the property and a list of all maintenance procedures performed during the month and at what frequency each procedure was performed.
2. Detailed reporting of pesticide and fertilizer applications and all maintenance performed on irrigation systems.
3. Description of any known deficiencies or problems with the existing grounds, landscaping or irrigation systems.
4. Contractor recommendations for any improvement(s) needed to properly maintain the grounds and landscaping.

X. COMPENSATION

The annual contract price shall be divided into twelve (12) equal monthly payments and the City shall pay the contractor on a monthly basis for services rendered.

Upon completion of the services each month, a monthly invoice, with the applicable monthly contractor report attached, shall be submitted to the City for payment. The invoice and monthly report shall be submitted no later than the 15th day of the following month.

All invoices shall include the blanket purchase order number, description of services performed and time period for which services are being billed.

Invoices shall be submitted to: City of Myrtle Beach
Attention: Street Dept. Superintendent
PO Box 2468
Myrtle Beach, SC 29578

PRICING SCHEDULE

Base Year – to include all equipment, materials, labor, supplies, tools, supervision, transportation, license, taxes and fees as applicable. \$_____

Option Year 1 – to include all equipment, materials, labor, supplies, tools, supervision, transportation, license, taxes and fees as applicable. \$_____

Option Year 2 – to include all equipment, materials, labor, supplies, tools, supervision, transportation, license, taxes and fees as applicable. \$_____

Option Year 3 – to include all equipment, materials, labor, supplies, tools, supervision, transportation, license, taxes and fees as applicable. \$_____

Option Year 4 – to include all equipment, materials, labor, supplies, tools, supervision, transportation, license, taxes and fees as applicable. \$_____

Initial Cut to bring up to par:

From Highway 501 pond on left side of Grissom \$_____

From Highway 501 pond on right side of Grissom \$_____

Pond between 10th and 21st Avenue North \$_____

Company _____

QUALIFICATION OF APPLICANT

(All answers should be typed or printed)

Name of Applicant: _____

Date of Application: _____

Submitted By: _____

Mailing Address: _____

How long in present business: _____

Names of officers, members or owners of concern, partnership, etc. plus years of experience in this field:

President _____

Vice President _____

Secretary _____

Treasurer _____

Owners or Partners _____

Dun & Bradstreet rating if available _____

How many years has your company been in business? _____

How long established in the state of South Carolina? _____

Approximately how many hourly employees do you plan to employ on a regular basis for this contract? _____

How many salaried supervisory employees do you plan to employ on a regular basis for the contract? _____

QUALIFICATION OF APPLICANT continued

Please list education obtained by owners or officers in your company for the type of work required in this proposal packet (attach separate sheet if needed).

Number of persons now employed: _____
City of Myrtle Beach Business License Number: _____
Federal Tax ID Number: _____

On a separate sheet provide additional information regarding memberships in professional organizations, honors, awards, recognitions, etc.

Attach copies of current pesticide applicator's licenses for individuals who perform or directly supervise this work.

QUALIFICATION OF APPLICANT continued

Attach Business Card Here:

I certify that the information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known is now barred or otherwise declared ineligible by any public agency from applying for furnishing materials, supplies or services to any agency thereof.

Signature of person authorized to sign this application

Name and title of person signing (Please type or print)

ADDITIONAL TERMS AND CONDITIONS

Failure to provide all information and documentation requested in this proposal may be grounds for disqualification of the proposal.

1. For reference check, list three (3) three companies (preferably commercial/government organizations) for whom your company now services or has serviced for a period of at least six (6) months. Please include name of company, address, telephone number, length of service and name of individual to contact. **Do not include the City of Myrtle Beach as a reference.**

1) _____

2) _____

3) _____

3. **Insurance Requirements are attached. A Certificate of Insurance meeting all insurance requirements must be provided within five (5) working days after notice of award. Work cannot begin until a valid Certificate of Insurance meeting all requirements is provided.**

3. List any exceptions to specifications:

CITY OF MYRTLE BEACH
INSURANCE REQUIREMENTS

PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

AUTOMOBILE LIABILITY

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

WORKERS' COMPENSATION INSURANCE

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

EXCESS LIABILITY POLICY

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

POLICY ENDORSEMENTS

The following requirements shall apply to the policy(s) indicated below:

A. General Liability and Automobile Liability

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additionally named insured's under the policy and, as such, will be provided thirty (30) days written notice by registered mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

B. Workers' Compensation

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via certified mail, return receipt required, in the event of coverage cancellation.

NOTIFICATION OF INSURANCE COMPANIES

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the

INSURANCE REQUIREMENTS continued

cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

CERTIFICATES OF INSURANCE

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

INSURER LICENSING AND RATING

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

INSURANCE COVERAGE ADJUSTMENTS

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

HOLD HARMLESS

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**INSURANCE REQUIREMENTS continued
SAMPLE**

<i>CERTIFICATE OF INSURANCE</i>					CERTIFICATE NUMBER	
PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
COMPANIES AFFORDING COVERAGE						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999			COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot _____	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	<i>Automobile Liability</i> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos _____	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$
	<i>Garage Liability</i> <input type="checkbox"/> Any Auto _____		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation (and Employer's Liability)</i> The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl _____	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
	<i>Other</i>					
Description of Operations/Locations/Vehicles/Special Items:						
City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
			INSURANCE AGENT SIGNATURE			

PROPOSAL AND SIGNATURE DOCUMENT

RFP Number: 18-R0002

The undersigned, as Proposer, declare that we have examined all proposal documents contained herein and will contract, thereon, with the City of Myrtle Beach (hereinafter referred to as the "City") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda has been received, please place a zero in the space provided.)

In addition, we propose to furnish the following products/services in strict conformance to the proposal specifications and proposal invitation issued by the City of Myrtle Beach for this proposal. Any exceptions are clearly noted as required.

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Authorized Signature

Telephone Number

Printed Name

Fax Number

City Business License Number

Email

South Carolina Sales Tax Registration No.:

If SC Sales Tax No. not supplied, please state reason:

Federal Tax ID No. (FEIN) (Required):

Mailing Address

Date

City, State, Zip

Annual Contract Price: \$ _____
(Price includes all materials, supplies, tools, equipment, labor, supervision, transportation, licenses, taxes and fees applicable.)

Remittance Address (If different from mailing address)

City, State, Zip