

# City of Myrtle Beach Request for Proposal

## RFP 23-R0014

Grounds and Landscape Maintenance  
For Bathsheba Bowens Park, Futrell Park and Garden of Hope Park

**Issue Date: November 18, 2022**



*First in Service*

The City of Myrtle Beach will not be responsible for any errors, omissions, or misrepresentations regarding any plans or solicitation documents that are obtained from any source other than the City of Myrtle Beach. It is the Contractor's sole responsibility to verify the authenticity of all documents associated with this project. The Contractor will be liable for any losses, damages, costs, and/or expenses incurred by operating from plans or documents that are not obtained directly from the City of Myrtle Beach.

[www.cityofmyrtlebeach.com/services/bids\\_and\\_purchasing/index.php](http://www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php)



REQUEST FOR PROPOSAL	
RFP # 23-R0014 Grounds and Landscape Maintenance For Bathsheba Bowens Park, Futrell Park and Garden of Hope Park	
Buyer Contact:	Lynda Greenough 843-918-2184 lgreenough@cityofmyrtlebeach.com
<b>Mandatory Pre-Proposal Conference:</b>	N/A
<b>Opening Date &amp; Time:</b>	<b>Thursday, December 8, 2022 at 2:00 PM Local Time</b>
Proposal Delivery Location:	City of Myrtle Beach Purchasing Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

**Bonds:** Proposals for a service only that is \$25,000.00 or greater must be accompanied by a bidder’s bond or cashier’s check in the amount of five percent (5%) of the total dollar amount of the proposal submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

**Public Disclosure:** If proposal contains proprietary, privileged, or confidential information, Offeror **MUST** check box. Failure to check box may be cause for public disclosure. See Section 3.09 for further details.

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 shall 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 22.

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

**1.0 SUMMARY**

1.01 DOCUMENT INCLUDES:

- 2.0 Authority
  - 2.01 Equal Weight and Force
  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
  - 2.04 Written Addenda
  
- 3.0 Requirements for Written Proposal Documents
  - 3.01 Availability of Documents
  - 3.02 Responsive Proposals
  - 3.03 Non-Responsive Proposals
  - 3.04 Document Completion
  - 3.05 Contents of Proposal Packet
  - 3.06 Single Package Requirement
  - 3.07 Proposal Submission
  - 3.08 Proposal Delivery/Opening
  - 3.09 Document and Content Ownership
  
- 4.0 Full Examination
  - 4.01 Thorough Investigation
  - 4.02 Pre-Proposal Meetings
  - 4.03 Evidence of Examination
  
- 5.0 Pricing
  - 5.01 Unit Pricing
  - 5.02 Cash Discounts
  - 5.03 Changes in Cost
  - 5.04 Price Evaluation
  
- 6.0 Tax Information
  - 6.01 Sales Tax/Federal Tax
  - 6.02 Payment of Taxes

- 7.0 Material Assessment
  - 7.01 Product Documentation
  - 7.02 SDS
  - 7.03 Evidence of Work/Product
  - 7.04 Sample Submission
  - 7.05 Sample Ownership
  - 7.06 Furnished Items
  - 7.07 Quality of Items
  
- 8.0 Changes in Specifications
  - 8.01 Authority of Specifications
  - 8.02 Equipment
  - 8.03 Deviation from Specifications
  - 8.04 Material Preference
  - 8.05 Changes after Award
  - 8.06 Equivalent Items
  
- 9.0 Modifications
  - 9.01 Additional Work
  - 9.02 Adjustments to Items/Work
  - 9.03 Quantity Limits
  
- 10.0 Bond Requirements
  - 10.01 Proposal Bonds
  - 10.02 Performance/Payment Bonds
  
- 11.0 Delivery
  - 11.01 Warehouse Deliveries
  - 11.02 Dates
  - 11.03 Delivery Price
  - 11.04 Documentation
  - 11.05 Wrong Deliveries
  
- 12.0 Award Criteria/Timeline
  - 12.01 Award Criteria
  - 12.02 Contract Issuance
  - 12.03 Commencement of Work
  - 12.04 Contract Timeline
  - 12.05 Notification
  - 12.06 City Business License

- 13.0 Offeror Responsibilities
  - 13.01 Duration of Proposal
  - 13.02 Transfer of Responsibilities
  - 13.03 Drug-Free Workplace
  - 13.04 Subcontractors
  - 13.05 Coordination and Contact
  - 13.06 Liquidated Damages
  - 13.07 Force Majeure
  
- 14.0 Indemnity Clause
  - 14.01 Hold Harmless
  - 14.02 Failure to Enforce
  
- 15.0 Federal and State Laws
  - 15.01 Employment Regulations
  - 15.02 Ethics of Employees
  - 15.03 Nondiscrimination in City Contracts
  - 15.04 Compliance with Laws
  
- 16.0 Financial Accounting
  - 16.01 Availability of Funds
  - 16.02 Payment
  - 16.03 Representation
  
- 17.0 Proposal Rejection/Withdrawal
  - 17.01 Reasons for Rejection
  - 17.02 Best Interest of the City
  - 17.03 Determination of Responsibility
  - 17.04 Disqualification
  - 17.05 Withdrawal Timeline
  
- 18.0 Disputes and Protests
  - 18.01 Informal Dispute Resolution
  - 18.02 Formal Dispute Resolution
  - 18.03 Procedures/Timelines
  - 18.04 Stay of the Procurement
  - 18.05 Confidentiality of Information
  - 18.06 Post-Filing Formal Protest Process
  - 18.07 Formal Protest Decision Timeline and Notification
  - 18.08 Appeals

- 19.0 City Reserved Rights
  - 19.01 Reserved Right
  - 19.02 Final Judgment
  - 19.03 Clarification
  - 19.04 Price Increase
  - 19.05 Loss/Damage
  - 19.06 Performance Failure
  - 19.07 Termination for Convenience
  - 19.08 Termination for Default
  - 19.09 Negotiation

- 20.0 ADA Compliance
  - 20.01 Contact Information

- 21.0 Signatures
  - 21.01 Accuracy and Completeness
  - 21.02 Non-Collusion
  - 21.03 Compliance

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 offeror will not withdraw from the proposal, must be submitted with proposal package if over \$25,000.00
- H. Performance Bond – guarantees execution of the terms of a contract, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.

## 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](http://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 or black 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 or black ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue or black 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 not subject to public opening.
- 3.09 Document and Content 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 and in the public domain.



However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. 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 mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. Offeror must be physically present at the sign-in location with the Buyer at the start of the scheduled meeting time. The official start of each pre-proposal meeting will be determined by the Buyer with an announcement of the time and the final closing for Offerors to sign-in. Any Offeror arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-proposal meeting, and any proposals received shall 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 prices should be quoted without tax applied. Tax will be applied at the time of invoicing according to the current state sales tax rate.

**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.
- 9.03 Quantity Limits.** At the time of award, if required, the City reserves the right to set a maximum dollar limit that may be expended on the project or requirement. Contract

quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

## **10.0 BOND REQUIREMENTS:**

**10.01 Bid Bonds.** If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

**10.02 Performance/Payment Bonds.** 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.) The bond shall be 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 \$25,000.00 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 shall 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 three hundred sixty five (365) calendar days. 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](http://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 Majeure.** Neither party shall be held responsible for failure to perform the responsibilities imposed by this proposal due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

#### **14.0 INDEMNITY CLAUSE:**

**14.01 Hold Harmless.** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines,



penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or 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 and character in connection with the breach by the Contractor of any covenant or condition hereunder, or the negligence or willful misconduct of the Contractor or any of its employees or agents or the fault of the manufacturer of goods supplied by the Contractor. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of the Contractor, its employees or agents. 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.

**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 Ethics of Employees.** The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

**15.03 Nondiscrimination in City Contracts.** Any Offeror that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this proposal. Offer shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Offeror agrees to incorporate the foregoing provisions in all subcontracts 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.

**15.04 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 Availability of Funds.** Unless cancelled prior to the RFP opening date, all proposals received on time will be opened as indicated in the solicitation. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Offeror receives notice of such availability from the City's Purchasing division. If funding is not made available, the RFP will be cancelled.

**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.

**16.03 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.

## 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 DISPUTES AND PROTESTS:

- 18.01 Informal Dispute Resolution.** An Offeror who has a concern with a decision made by the Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City’s website stating its intention to make a contract award, or the contract is awarded, whichever occurs first,

unless the proposal document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.

**18.02 Formal Dispute Resolution.** An Offeror who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.

**18.03 Procedures/Timelines.** A formal protest may be filed in the following manner:

- A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Purchasing Agent or designee. An e-mail is not acceptable as a written protest.
- B. The protest must be signed by an authorized agent or representative of the Interested Party.
- C. An administrative fee shall be submitted with the written protest and shall be made in the form of a certified check or money order made payable to the City of Myrtle Beach. The administrative fee will be calculated as five percent (5%) of the protestor's proposal amount. In a case where the protestor did not submit a proposal, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible proposal received by the City. The Administrative fee shall be returned if the protest is upheld; otherwise the fee is non-refundable.
- D. Within five (5) calendar days of discussing the dispute with the Purchasing Agent or designee, the written protest and administrative fee must be received by the Purchasing Agent or designee. A protest received after the five (5) calendar days, or without the appropriate administrative fee, will not be considered.
- E. The written protest shall include:
  1. The name and address to which certified mail is received on behalf of the protestor.
  2. An appropriate identification of the solicitation, and if a contract has been awarded, the contract number.
  3. A complete statement of the reasons for the protest, including exhibits, documents, or other evidence in support of the reasons for the protest.
  4. A request for a remedy sought by the protestor.
- F. Upon receipt of the protest, the Purchasing Agent or designee shall promptly deliver a copy of the protest to the City Attorney, and notify the Director of Financial Services and any/all other representatives of City departments associated with the solicitation.

**18.04 Stay of the Procurement.** When a protest has been timely and appropriately filed before the award of a contract or agreement, the contract or agreement shall not be awarded unless the Purchasing Agent or designee determines that the award of the contract or agreement during the pendency of the protest is necessary to protect substantial interests of the City.

When a protest has been timely and appropriately filed after the award of a contract or agreement, the Purchasing Agent or the designee shall direct the contractor not to engage in any further performance of the contract or agreement, unless the Purchasing Agent or designee determines that the performance under the contract or agreement during the pendency of protest is necessary to protect substantial interest of the City.

**18.05 Confidentiality of Information.** The Purchasing Agent or designee shall, upon written request, make available to any other interested party information submitted that bears on the substance of the protest, except where information is proprietary, confidential, or otherwise permitted or required to be withheld from disclosure by law or regulation. Persons or other entities that are involved in the protest that want to keep information submitted by them as confidential should request that the information not be disclosed by specifically identifying the confidential information within the documents submitted by indicating on the front page of each document that it contains confidential information.

**18.06 Post-Filing Formal Protest Process.** Once a protest has been filed appropriately, the Purchasing Agent or designee may, in its sole discretion, may engage in any or all of the following:

- A. Hold a conference between all parties to the protest in which resolution options are explored.
- B. Conduct an investigation of the merits of the protest allegations.
- C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
- D. Schedule and conduct a protest hearing.

The Purchasing Agent or designee will render a decision on the merits of the protest after engaging in some or none of the activities listed above.

**18.07 Formal Protest Decision Timeline and Notification.** A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

**18.08 Appeals.** To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

## 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.

If the City, in its discretion, determines that the Contractor's breach constitutes a threat to public health, safety, or welfare of any person, or causes willful or negligent damage to City property, the City may terminate the contract immediately, without cure or show cause, effective upon notice in writing to the Contractor. In addition to any other remedies provided by law, the Contractor shall be responsible for all costs incurred by the City as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

**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, terms and conditions of this solicitation. No additional Offeror terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Offeror 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**

### **INTENT**

It is the intent of this RFP to establish a term contract for Grounds and Landscape Maintenance to be performed on a year round basis at the following locations.

1. Bathsheba Bowens Park located at 840 Nance Street, Myrtle Beach, SC.
2. Futrell Park located at 1100 Mr. Joe White Avenue, Myrtle Beach, SC.
3. Garden of Hope Park located at 1402 Dunbar Street, Myrtle Beach, SC.

The successful Offeror shall be experienced in grounds and landscape maintenance and shall have past experience with projects similar in scope, size and horticultural standards to that listed in the specifications contained herein. The Offeror and/or Supervisory Staff Member shall have an education in agronomy, ornamental horticulture, turf management or a forestry degree.

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

The specifications included herein shall establish the minimum acceptable standards for the work to be performed. The successful Offeror shall accept responsibility for the specified areas in “as is” condition and, if needed, must bring those areas up to specification standards and then continually maintain the areas according to the specifications.

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

### **SITE VISITS**

It shall be the responsibility of Offeror to make all examinations and investigations necessary to thoroughly inform themselves regarding the work to be performed as required by the conditions set forth in this RFP and to obtain any/all information needed to satisfactorily perform the required work.

The City highly recommends that Offeror perform a site visit to each location to be covered under the contract to ensure that the Offeror fully understands the work involved and the condition of the locations to be maintained. Site visits shall be performed at no cost to the city.

No plea of ignorance by an 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 examinations 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 for compensation to the successful Offeror.

### **PROPOSAL SUBMISSION**

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

## SPECIFICATIONS (continued)

### SCOPE OF WORK

The City of Myrtle Beach desires that the grounds and landscaped areas at the specified location(s) be maintained in a well-groomed manner year round, however, each location must be in peak condition during the summer months and for selected special event dates throughout the year. For these reasons, the grounds and landscape maintenance schedule shall be customized to ensure optimum conditions during the months of March through October.

Work shall include, as applicable to each location, the care and maintenance of all turf areas, plant material, landscape plants/plant beds, shrubs/shrub beds, trees, tree rings, pathways, walkways, sidewalks, curbing, other paved surfaces to include parking areas and other areas as outlined in these specifications. Work shall include, but is not limited to, mowing, trimming, edging, weed control, pest control, planting, fertilization, over-seeding, mulching, pruning, removal/replacement of dead/dying plant material, shrubs and/or trees, irrigation maintenance and repair, and waste removal and disposal.

Offeror should follow the City's Landscape maintenance schedule and all work shall follow/meet the American National Standards Institute (ANSI A300) guidelines/practices for Pruning & Fertilization of Landscaping.

All work shall be performed weekdays during normal working hours. Normal Working Hours – 7:00am through 5:00pm, Monday through Friday. If needed, work can also be performed on weekends. To deter noise complaints, no noise generating equipment shall be used prior to 7:00 AM on weekdays or weekends. ***Please note: Holidays that fall in the spring or summer like: Easter Weekend (Good Friday and Easter Monday), Memorial Day (Monday), July 4<sup>th</sup> and Labor Day (Monday) the Offeror will be expected to service the contract even though it is a Holiday.***

All work shall be performed with no interference to any public or private event to take place at or the specified locations.

The Offeror shall be totally responsible for the safety of the job site during maintenance activities and all associated hazards/liabilities of the work to be conducted. Sound safety practices must be adhered to at all time.

All persons employed by the Offeror shall wear company uniforms while performing work for the City. Uniforms shall consist of clothing that provides easy recognition of 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 on City premises.

The Offeror shall not engage or use the services of subcontractors in performing the work included in this RFP unless the Offeror obtains prior approval from the City.

## **SPECIFICATIONS (continued)**

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

### **PRE-COMMENCEMENT MEETING**

A pre-commencement meeting between the successful Offeror and the City of Myrtle Beach Recreation Manager/Parks Superintendent, and/or his authorized designee, will be mandatory to ensure that the Offeror fully understands all aspects of the work entailed and/or the scope of work to be included in the contract as well as what locations and areas fall within the Offeror's responsibility.

Prior to the start of the project, the successful Offeror shall contact the Parks Superintendent JC Blackhurst at 843-918-2390 or Inspector Clint Hallman at 843-918-2333 to schedule the pre-commencement meeting.

### **WORK REQUIREMENTS**

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

All turf areas (all grassed areas), plant material, plant beds, shrubs, shrub beds, trees, tree rings, dirt pathways, pond areas, wooden walkways, gravel walk paths, playground areas, sidewalks, curbing, other paved surfaces including parking areas, decks and sitting areas.

#### **I. MOWING, TRIMMING AND EDGING**

1. All turf areas shall be mowed once per week March through October. Beginning the first week in November through February, all turf areas shall be mowed every other week.
  - A. Turf shall be mowed at the proper height for the species being maintained. Height of the turf shall be mowed between 2-3 inches.
  - B. Trash, litter, debris and other foreign objects must be removed from all areas to be mowed prior to mowing. Mowing over trash, litter, debris and other foreign objects will be considered unacceptable.
2. In conjunction with the mowing schedule, all turf areas shall be trimmed with a string trimmer as needed around obstacles, plant material, plant beds, shrubs, shrub beds, trees, tree rings, dirt pathways, pond areas, wooden walkways, gravel walk paths, playground areas, sidewalks, curbing, other paved surfaces including parking areas, decks, gazebos, playgrounds and sitting areas.
3. Edging, by use of a vertical blade edger, of all plant and shrub beds, tree rings, walkways, sidewalks, curbing, other paved surfaces including parking areas shall be performed a minimum of twice yearly (once between March 15th and April 1st and once between August 1st and August 15th), however, a clear line of distinction must be maintained throughout the year which may require that edging be performed more frequently throughout the year.

## **SPECIFICATIONS (continued)**

### **II. PESTICIDES AND HERBICIDES**

Pesticide/Herbicide applications to control and deter weeds, diseases and harmful insects are included in this contract for all turf areas, plants/plant beds, shrubs/shrub beds, trees, tree rings and other specified areas.

It shall be the responsibility of the Offeror to ensure that all pesticides/herbicides used are appropriately labeled for the applicable species of grass, plant material, shrubs, trees and/or targeted pest(s) and, unless specified otherwise, are applied seasonally at the appropriate time(s) and at the manufacturer's recommended rate(s).

The use of all pesticides shall be in strict compliance with all applicable federal, state, county, municipal and local statutes, regulations, standards, codes and ordinances including, but not limited to, EPA and OSHA regulations and standards.

#### **SOUTH CAROLINA COMMERCIAL PESTICIDE APPLICATOR LICENSE**

The Offeror must have in its employ a licensed commercial pesticide applicator capable of performing all pesticide services required under this contract.

**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. Provide all licenses with a list of individuals authorized to work under the license.**

**Prior to performing any broad application of pesticide(s), the Offeror must notify Chad Hudson, Parks Division, at 843-918-2412 or Clint Hallman, Parks Division, at 843-918-2333.**

Spot treatment for weeds/insects (such as fire ant mounds) may be made at any time without notification.

#### **1. WEED CONTROL**

All turf areas (all grassed areas), plant beds, shrub beds, tree rings, dirt pathways, wooden walkways, gravel walk paths, playground areas, sidewalks, curbing, other paved surfaces including parking areas 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:

- A.** Pre-emergent Herbicide(s) – An appropriately timed spring application of pre-emergent herbicide shall be applied to plant beds, shrub beds and tree rings. All turf shall receive a spring application of a pre-emergent herbicide incorporated onto a fertilizer product. All pre-emergent products to be used must be approved in advance by the City.

## SPECIFICATIONS (continued)

- B.** Post-emergent Herbicide(s) – Post-emergent weed control shall be ongoing for all turf areas, plant areas, plant beds, shrub beds and tree rings. To maintain the health and appearance of the turf, plant material and shrubs and trees post-emergent herbicides shall be applied to emerged weeds on the same schedule as other maintenance activities. Both broadleaf and grassy weed herbicides shall be applied as necessary to maintain a weed free appearance. All post-emergent products used must be approved in advance by the City.
- C.** Manual or Mechanical Removal - Emerged weeds shall be removed weekly as needed by handpicking or mechanical means.
- D.** Mulching - Suppression of weeds shall be assisted through required mulching practice as listed elsewhere in these specifications.
- E.** Weed control shall be ongoing for walkways, sidewalks, curbing and other paved surfaces including parking areas. At minimum, to maintain a weed-free environment, non-selective, water based herbicide(s) shall be applied on a monthly basis to weeds on walkways, sidewalks, curbing, and other paved surfaces including parking areas to maintain a weed-free environment. Petroleum based products **are not** acceptable and must not be used.
- F.** Weed Control at the Garden of Hope will not consist of maintaining the garden plots located throughout the park but everything else will have to be maintained and kept weed free. Please do not spray or work in the garden plot areas since this can cause plant damage/death to someone's garden plot area.

### 2. INSECT AND DISEASE CONTROL

Visual inspections of all turf, plant material, shrubs and trees shall be performed during regular maintenance activities to detect insect problems and diseases. Insect and disease control shall consist primarily of a reactive nature (except for fire ant control) with treatments being made when significant infestations occur that will lead to death of the plant material, shrub or tree.

There are two exceptions:

- A.** Given the reoccurring and damaging nature of mole crickets and fire ants, as a preventative, turf areas shall receive one (1) annual application of Topchoice to be applied in May of each year at a rate of eighty-seven (87) pounds per acre or two (2) pounds per 1,000 foot square; or two (2) applications annually of Award to be applied at the appropriate times during the season and at the manufacturer's recommended rate.
- B.** Due to the nature of use of these Parks by the general public, special attention must be given to fire ant control. Fire ant control shall continue to be conducted on a weekly basis. All observed mounds shall be treated immediately upon discovery.

Other insect and disease problems shall be detected through visual inspection of the turf, 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.

## SPECIFICATIONS (continued)

### III. FERTILIZATION

All plant material, shrubs and trees shall be fertilized once a year at the appropriate time for the species being maintained. The Offeror shall ensure that all fertilizers used are appropriately labeled for the application, are of the proper type and analysis for the species being maintained and are applied at the manufacturer recommended rate. All fertilizer selections and application methods shall be approved in advance by the City.

**Prior to performing any broad application of fertilizer, the Offeror must notify Chad Hudson, Parks Division, at 843-918-2412 or Clint Hallman, Parks Division, at 843-918-2333.**

### IV. MULCHING, PRUNING AND REMOVAL/REPLACEMENT OF PLANT MATERIAL, SHRUBS AND TREES

1. All plant and shrub beds shall receive two applications of **shredded hardwood mulch** during the months of April and November at a minimum of two (2) inches per application. For Bathsheba Bowens Park and Futrell Park the Playground Mulch will be supplied by the City of Myrtle Beach when needed. For Certified Playground Mulch for the playgrounds telephone Clint Hallman at 843-918-2333. The Offeror will be required to install/spread the mulch at the playgrounds as part of this contract. All mulch shall be replenished when and where needed on a continuing basis.
2. 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 during the months of March 1<sup>st</sup>-30<sup>th</sup> and October 1<sup>st</sup> -31<sup>st</sup>. The timing of this work shall be scheduled in a seasonal manner appropriate for the species being maintained. The Parks Division will direct you otherwise if needed. **Palm trees** shall receive special attention during seed head production with seed heads being removed immediately. All Palm tree seed head production must be removed no later than the month of August. **If all pruning mentioned above has not been performed then payment for this contract can be held until pruning is complete.**
3. **Pruning should follow the American National Standard (ANSI A300) for Pruning and Fertilization Standards.**
4. Due to the City Tree Protection Ordinance the Offeror must be judicious when pruning. All pruning shall be consistent with natural growth in lieu of pruning in balls/squares unless, when applicable, a homeowner insists otherwise. The City, when necessary, will assist in making decisions in regards to pruning.

#### **A. Tree Protection Ordinance**

Work, as applicable, under this contract shall be performed in compliance with the City of Myrtle Beach Code of Ordinances, Appendix A-Zoning, Article IX-Supplemental Development Provisions, Section 903-Tree Protection.

## **SPECIFICATIONS (continued)**

The Offeror must have on file with the City of Myrtle Beach Business License Division a current Business License Affidavit or must submit a signed affidavit when applying for or renewing a Business License stating that the Offeror has received a copy and read the City of Myrtle Beach Tree Protection Ordinance, received a copy and read “How to Prune Trees” published by the USDA which incorporates ANSI A300 Standard, Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices and received a copy and read Disposal of Solid Waste Information.

5. Dead, broken/overhanging limbs shall be removed as discovered.
6. Upon discovery of dead or dying plant material, shrubs and/or trees, the Offeror shall immediately notify the City, and upon receiving approval by the City, shall remove dead or dying plant material, shrubs and 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.
7. Replacement of dead or dying plant material, shrubs and/or trees with a caliper of six (6) inches or less shall be completed by the Offeror, at additional cost to the City, after receiving approval by the City.
  - A. Exception - Death to plant material, shrubs/trees due to negligence on the part of the Offeror in the performance of assigned duties, in which case the Offeror will be required to replace the dead plant material, shrubs/trees at the Offeror’s expense.

## **V. IRRIGATION**

1. The Offeror shall be responsible for operating and maintaining all irrigation systems which shall include, but is not limited to, monitoring of time clocks, adjusting run days and run times as needed to maintain the health of all turf, plant material, shrubs and trees while minimizing water usage, adjusting irrigation heads for proper coverage and winterizing the systems.
2. The Offeror shall also be responsible for inspecting all irrigation systems for proper operation, broken irrigation heads, broken water lines and/or damage caused by Offeror maintenance operations. The Offeror shall immediately, upon discovery, report any malfunctioning, damaged or broken parts to the City.
3. Repairs to the irrigation systems shall be completed by the Offeror, at additional cost to the City, upon approval by the City.
  - A. Exception - Damage to an irrigation system due to negligence on the part of the Offeror in the performance of assigned duties, in which case damage(s) shall be repaired by the Offeror at the Offeror’s expense.

## SPECIFICATIONS (continued)

### VI. CLEAN UP, LITTER CONTROL AND WASTE DISPOSAL

1. All turf areas shall be maintained in a neat and well-groomed manner by removing all yard waste including but not limited to, leaves, accumulated grass clippings, broken branches and limbs in conjunction with the mowing schedule at all locations.
2. All plant beds, shrub beds and tree rings shall be maintained in a neat and well-groomed manner on the same schedule as other maintenance activities. Leaves, trash, litter, debris and other foreign objects shall be removed by raking or handpicking when necessary.
3. All walkways, sidewalks, gravel walk paths, curbing, other paved surfaces including parking areas adjacent to turf areas, plant beds, shrub beds and tree rings shall be swept or blown clean immediately following each mowing, trimming, edging or other maintenance operation.
4. All yard waste, trash, litter, debris and other foreign objects shall be removed from all grounds including as applicable, on, under and around the gazebos, playgrounds and sitting areas two (2) times per week (Monday and Friday) on a year round basis. If for some reason the work cannot be performed on one of the days scheduled, then it must be performed the following day and not delayed until the next pre-scheduled day.
5. All trash containers, in Bathsheba Bowens Park and Garden of Hope Park, will be emptied and the trash will be removed and properly disposed of two (2) times per week (Monday and Friday) on a year round basis. If for some reason the work cannot be performed on one of the days scheduled, then it must be performed the following day and not delayed until the next pre-scheduled day.
6. All trash containers, in Futrell Park, will be emptied and the trash will be removed and properly disposed of three (3) times per week (Monday, Wednesday and Friday) on a year round basis. If for some reason the work cannot be performed on one of the days scheduled, then it must be performed the following day and not delayed until the next pre-scheduled day.
7. *In the Event of inclement weather, please be advised that all Park areas will need to be serviced preferably the next day once the weather has passed to remove all debris and trash.*
8. The Offeror shall notify the City when problems are observed with the park areas, including, but not limited to, damage to fencing, playgrounds, sitting areas, etc.
9. The Offeror shall be responsible for the removal and proper disposal of all yard waste, trash, litter and debris associated with the work being performed immediately upon completion of each maintenance operation and shall be responsible for all costs/fees associated with disposal. No on-site/city dumpsters or trash receptacles may be used.

### VII. EXTRA WORK

If extra work should be needed that is not included or specific to this contract, please include your hourly rate price on the Price Schedule.



## **SPECIFICATIONS (continued)**

### **VIII. MONTHLY CONTRACTOR REPORT**

The Offeror will be required to submit to the City a monthly contractor report for each specified location and the monthly report must be submitted by email to: [challman@cityofmyrtlebeach.com](mailto:challman@cityofmyrtlebeach.com). This is a requirement of the contract and if report is not received payment could be delayed or held.

The following information must be included in the weekly report for each specified location:

1. A list of all maintenance procedures performed at each park location area and what time Offeror arrived/departed each location.
2. Detailed reporting of pesticide, herbicide and fertilizer applications that were used.
3. Detailed reporting of all maintenance and/or repairs performed on the irrigation system.
4. Description of any known deficiencies or problems with the existing grounds, landscaping or irrigation system.
5. Contractor recommendations for any improvement(s) needed to properly maintain the grounds and landscaping.

### **IX. EVALUATION REPORT**

The City Parks Division shall continually monitor and inspect the Contractor's work weekly and, a monthly written report will also be sent to the Contractor evaluating the Contractor's work.

### **SPECIAL WORK REQUIREMENTS**

#### **SUPERVISION BY OFFEROR**

The Offeror shall be solely responsible for the means, methods, techniques, sequences, safety program and procedures used to perform the required work. The Offeror shall personally supervise and direct all work or shall employ and maintain at each work site, a qualified and experienced supervisor or crew leader to supervise and direct all work and who shall have full authority to act on behalf of the Offeror. All communications given to the supervisor/crew leader by an authorized City Representative shall be as binding as if given to the Offeror.

#### **TOOLS, EQUIPMENT AND MATERIALS**

All tools and equipment used while performing the required work shall be appropriate for the task being performed, shall be in proper working order and, when applicable, properly calibrated. City facilities shall not be used to clean Offeror tools/equipment.

All materials incorporated in the permanent work shall be new, and both materials and workmanship shall be the best of quality.

#### **NO SMOKING POLICY**

A no smoking policy is in effect for all City property. Smoking is not allowed at any time on City premises.

## **SPECIFICATIONS (continued)**

### **WARRANTY**

The warranty period for any materials furnished shall be for the manufacturer's standard warranty period. The Offeror shall provide to the City any written manufacturer warranty documents upon completion of the work/repair(s).

### **SAFETY DATA SHEETS (SDS)**

The Offeror must acquire and maintain up-to-date Safety Data Sheet(s) (SDS) for any/all applicable products used by the Offeror to perform the work required under this contract. The City shall have the right at any time during the term of the contract to request and receive a copy of, any or all applicable SDS sheet(s). Requested SDS sheet(s) shall be provided at no charge to the City. The City will retain the right to reject any product it feels could be harmful to persons/animals, property, or the environment.

### **HAZARDOUS MATERIALS**

The Offeror shall be responsible for ensuring that any product(s) required during the term of the contract that is/are considered hazardous are properly marked, handled, packaged, labeled, shipped, transported, and/or disposed of in accordance with all applicable federal, state, county, municipal, and local statutes, regulations, standards, codes, and ordinances then in effect, including, but not limited to the provisions of the Hazardous Materials Transportation Act.

### **STATUTES, REGULATIONS, STANDARDS, CODES AND ORDINANCES**

In addition to those referenced elsewhere in these bid documents, the Offeror shall comply with all other applicable federal, state, county, municipal, and local statutes, regulations, standards, codes, and ordinances at all times while performing the work required under this contract. The latest edition(s) adopted by the local authority having jurisdiction shall apply.

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

No plea of ignorance on the part of the Offeror shall, in any way, relieve the Offeror from responsibility for compliance with said statutes, regulations, standards, codes, and ordinances.

### **LICENSES, REGISTRATIONS, CERTIFICATIONS, PERMITS, FEES AND TAXES**

The Offeror must possess (or obtain and keep) all valid and current applicable licenses, registrations, certifications and permits required to perform the work required under this contract at all times during the term of the contract. The Offeror shall bear the cost of securing a City business license and all other required licenses, registrations, certifications, and permits, and for the payment of all applicable fees and/or taxes. No license, registration, certification, or permit shall be applied for in the name of, or on behalf of, the City of Myrtle Beach.

During the term of the contract, should any applicable contractor license, registration, certification or permit expire, or be suspended or revoked, notice must be given to the City within one (1) working day of the expiration, suspension or revocation.

## **SPECIFICATIONS (continued)**

The City will reserve the right at any time during the term of the contract to request copies of all applicable licenses, registrations, certifications, permits and/or receipts, or other suitable documentation, showing fees and taxes paid.

### **TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) base year with an option to renew for four (4) additional one (1) year periods. Upon successful completion of the base year contract term, renewal of the contract may be considered provided both parties agree, the terms and conditions remain the same, and renewal is in the best interest of the City. Should the contract be renewed, the renewal shall be documented by contract and/or purchase order.

### **EXCLUSIVITY**

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

### **REJECTION AND WAIVER**

This proposal shall in no way commit the City to award a contract for Grounds and Landscape Maintenance at Bathsheba Bowens Park, Futrell Park or Garden of Hope Park or to pay any cost(s) incurred by Offeror(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 Offerors 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 Offeror's response to this proposal.

### **BID BOND**

A Bid Bond is not required for this RFP.

### **PRICES**

Prices are to include all applicable costs, including but not limited to: supplies, tools, equipment, labor, supervision, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, hazardous materials disposal fees, environmental impact fees, and waste disposal fees. All licenses, fees, and taxes applicable must be included in the bid prices. No service charges or incidental expenses of any kind will be allowed.

## **SPECIFICATIONS (continued)**

### **CONTRACT PRICE**

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

### **PRICE INCREASES**

Prices shall remain firm for the entire term of the contract. Price increase(s), if needed, may be considered at the beginning of the renewal term, should the contract be renewed. However, any price increase requested may not exceed 3% provided both parties agree. At the City's discretion, proof may be requested to substantiate the need for a price increase.

### **CHANGES IN SERVICE**

During the term of the contract, the City shall have the right to order additions to, deletions from, or corrections, alterations, and modifications to the contract should the need arise. Such changes shall in no way affect, vitiate, or make void this agreement, or any part thereof, except that which is necessarily affected by such changes.

Changes involving an increase or decrease in the amount of work to be performed, cost of the work, time permitted for the work, or inconsistencies with the bid specifications shall be authorized when mutually agreed upon by the City and Offeror.

In any case of neglect or refusal by the Offeror 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 Offeror shall in no way interfere with the person or persons so employed.

### **TERMINATION OF CONTRACT**

At any time during the term of the contract, either party shall have the right to terminate the contract by providing to the other party written notice a minimum of thirty (30) days prior to the termination date.

### **DELIVERY**

Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling fees, environmental impact fees, and waste disposal fees. The City will not be responsible for any demurrage charge(s).

## SPECIFICATIONS (continued)

### INVOICING

A monthly invoice shall be submitted to the City for payment upon satisfactory completion and acceptance by City of all monthly maintenance work. **Invoices shall be submitted no later than the 15<sup>th</sup> day of the following month.**

**No invoice shall be submitted for payment prior to work being performed.**

Invoices shall include the following:

- the service agreement number
- the service date and location
- list of equipment serviced
- a detailed description of the work performed
- total number and cost of labor hours worked
- an itemized list of worn, damaged, broken, or defective parts replaced (if applicable)
- unit cost for each part
- total cost for the service

Invoices shall be submitted to:           City of Myrtle Beach  
Finance Department/Accounts Payable  
Attn: Parks Superintendent  
PO Box 2468  
Myrtle Beach, SC 29578-2468  
or via email to: [accountspayable@cityofmyrtlebeach](mailto:accountspayable@cityofmyrtlebeach)

**Non-Performance: If any job within this contract is not cured with-in 24 hours then payment could be held or termination of contract could be imminent.**

### PROPOSAL REQUIREMENTS

Proposal shall include:

- Documents from this Request for Proposal, as follows:
  - Request for Proposal (page ii)
  - General Instructions (page 22)
  - Pricing breakdown as per Price Schedule (page 38)
  - Qualifications of Applicant Form (pages 39-41)
  - Additional Terms and Conditions (page 45)
  - Proposal and Signature Document (page 46)
  - Local Vendor Preference (if applicable) (pages 47-48)
- Education and Qualifications of Applicant (Not to Exceed five pages)
  - Provide education and qualification of officers/owners/key personnel to project
  - Provide additional information regarding memberships in professional organizations, honors, awards, recognitions, etc.

## **SPECIFICATIONS (continued)**

- Past Performance (Not to Exceed five pages)
  - List past performance/references of similar or like services provided by Offeror
  - Include information pertaining to Offeror's ability to perform large scale landscape services
- Possession of Required Licenses (Not to Exceed five pages)
  - Attach copies of current SOUTH CAROLINA COMMERCIAL PESTICIDE APPLICATOR LICENSE for individuals who perform or directly supervise this work including a list of all individuals authorized to work under license.
  - Attach copies of any certifications pertaining to the work involved in this RFP.
- Pricing breakdown as per Price Schedule (page 38)

### **AWARD CRITERIA**

Proposals will be examined promptly and award will be made at the earliest possible date.

All responsive proposals will be reviewed by an evaluation team. The City of Myrtle Beach will award to the responsible Offeror whose offer will be most advantageous to the City; price and other factors will be considered. The following items in each proposal shall be used to evaluate offers:

- Education and Qualifications of Applicant– 25%
- Past Performance – 25%
- Possession of Required Licenses – 25%
- Price – 25%

The City will conduct a direct comparison of one proposal with another in order to determine which proposal best provides what the City needs, as identified in this solicitation. The City reserves the right to select a proposal that exceeds the minimum, but is not required to do so. Proposals may exceed the requirements, but the City is not requesting or accepting alternate proposals. Each proposal must respond to the solicitation requirements. Award will be made to the Offeror with the highest rated point total whose proposal meets all requirements of this solicitation.

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

Exhibit 1 below shows the rubric that will be used to evaluate and compare all responsive proposals.

**SPECIFICATIONS (continued)**

**EXHIBIT 1 – EVALUATION RUBRIC**

Evaluator's Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Offeror's Name: \_\_\_\_\_

<b>Category</b>	<b>Maximum Score</b>	<b>Assigned Score</b>
<u>Qualifications of Applicant</u> <ul style="list-style-type: none"><li>• Education and Qualifications of Applicant</li><li>• Professional Organizations/Honors/Awards</li></ul>	25 points	
<u>Past Performance</u> <ul style="list-style-type: none"><li>• Similar or Like Projects</li><li>• Ability to Perform Large Scale Landscape Services</li></ul>	25 points	
<u>Possession of Required Licenses</u> <ul style="list-style-type: none"><li>• South Carolina Commercial Pesticide Applicator License</li><li>• Additional Certifications</li></ul>	25 points	
<u>Price</u>	25 points	
<b>Totals</b>	<b>100 points</b>	

**Comments:**

**Price Schedule**

In accordance with the project scope, plans, drawings and specifications in the contract, the Offeror shall provide all plant, supervision, labor, materials, equipment, supplies, and transportation necessary to complete this scope of work. Prices to include all taxes and costs, including (but not limited to): supplies, tools, equipment, labor, supervision, delivery, loading/unloading, truck charges, mileage, travel time, per diem, fuel, fuel surcharges, energy surcharges, hazardous material handling/disposal fees, environmental impact fees, and waste disposal fees.

All work shall comply with all federal, state, and local laws and regulations, industry and construction codes and standards, manufacturer's specifications and recommendations, all contract special provisions, and terms and conditions. FOB: Destination

<b>Item #</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit of Issue</b>	<b>Monthly Price</b>	<b>Total Contract Price</b>
1	Grounds and Landscape Maintenance Bathsheba Bowens Park	12	MO	\$_____	\$_____
2	Grounds and Landscape Maintenance Futrell Park	12	MO	\$_____	\$_____
3	Grounds and Landscape Maintenance Garden of Hope Park	12	MO	\$_____	\$_____
<b>Grand Total Price (Line Items 1, 2 and 3)</b>					\$_____

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

**Authorized Signature** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Hourly labor rate for additional work \$\_\_\_\_\_ /Hr**

Please note below a not-to-exceed percentage of price increase for specified work to be considered, if needed, should the contract be renewed for additional terms (not to exceed 3% for each year):

Second Year: \_\_\_\_\_ % Applied to first year price(s)

Third Year: \_\_\_\_\_ % Applied to second year price(s)

Fourth Year: \_\_\_\_\_ % Applied to third year prices(s)

Fifth Year: \_\_\_\_\_ % Applied to fourth year prices(s)



**QUALIFICATION OF PROPOSER**

(All answers should be typed or printed)

Name of Proposer: \_\_\_\_\_

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

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? \_\_\_\_\_

How many man hours do you plan on spending on this contract every week? \_\_\_\_\_



**QUALIFICATION OF PROPOSER continued**

Attach Business Card Here:

I certify that the information supplied herein (including all pages attached) is correct and that neither the proposer nor any person (or concern) in any connection with the proposer 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 qualification document

---

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

---

**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 additional insured under the policy and, as such, will be provided thirty (30) days written notice by 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 mail in the event of coverage cancellation.

## **INSURANCE REQUIREMENTS continued**

### **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 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
<b>PRODUCER</b> 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.			
<i>COMPANIES AFFORDING COVERAGE</i>					
<b>INSURED</b> Bidding Firm's Name 1000 Any Street Anytown, USA 99999		<b>COMPANY A      ABC INSURANCE COMPANY</b> 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	<i>TYPE OF INSURANCE</i>	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 \$ 1,000,000 Personal & Adv Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 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 \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$
	<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 \$ 500,000 EL Disease-Policy Ltd \$ 500,000 EL Disease-Ea Employee \$ 500,000
	<i>Other</i>				
<b>Description of Operations/Locations/Vehicles/Special Items:</b> City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail <b>30</b> days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.		
<b>INSURANCE AGENT SIGNATURE</b>					

**ADDITIONAL TERMS AND CONDITIONS**

1. Include with your proposal at least three (3) references of similar products/services provided by your company. Telephone number and person to contact must be included for proposal consideration.

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List any exceptions to specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL AND SIGNATURE DOCUMENT**

**Proposal Number: 23-R0014**

The undersigned, as Offeror, 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”) and do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the proposal documents. (If no addenda have been received, please place a zero in the space provided.)

In addition, we propose to furnish the following 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 statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

---

**Offeror – Company Name**

---

**Mailing Address**

---

**Remittance Address (if different from mailing address)**

---

**Telephone Number**

**Fax Number**

---

**E-mail**

---

**Authorized Signature**

**Date**

Addenda Numbers Received: \_\_\_\_\_

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

City Business License Number: \_\_\_\_\_

South Carolina Sales Tax Registration Number: \_\_\_\_\_

If no SC Sales Tax Number, please give reason: \_\_\_\_\_

Federal Tax ID Number (FEIN): \_\_\_\_\_





*First in Service*

# CITY OF MYRTLE BEACH LOCAL VENDOR PREFERENCE TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro Counties).

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have had a City of Myrtle Beach Business License a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: \_\_\_\_\_ Date issued: \_\_\_\_\_  
**\*NOT Horry County License Number**

*Complete all areas below. Incomplete forms may be rejected.*

1. LEGAL NAME OF BUSINESS: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_

(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: \_\_\_\_\_ County: \_\_\_\_\_  
(Name of County)

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**LOCAL VENDOR PREFERENCE continued**

<b><u>Bid Amount</u></b>	<b><u>Within City Limits</u></b>	<b><u>Within Horry County</u></b>	<b><u>Within NESAs Area</u></b>
From \$7,500.01 to \$25,000.00	5% of Bid	4% of Bid	3% of Bid
\$25,000.01 and up	\$500.00 plus 4% of amount above \$25,000.00 with the maximum being \$2,000.00 including the \$500.00	\$400.00 plus 3% of amount above \$25,000.00 with the maximum being \$1,800.00 including the \$400.00	\$300.00 plus 2% of amount above \$25,000.00 with the maximum being \$1,600.00 including the \$300.00

If company/individual performs services on City property a Certificate of Insurance **must be** provided prior to commencement of work meeting requirements of the City.

**The vendor must submit this copy of the Local Vendor Preference Certificate with their proposal.**

An eligible business shall maintain such status throughout the term of any contract with the City. Failure to maintain such status or to keep current on all fees and taxes owed the City shall be grounds to terminate the contract.