

Business Services
Purchasing Services Division

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Request for Quotes
No. 2022-48

Lawn Services at Texas Park

PROJECT OVERVIEW (See Scope of Work for details)

PROJECT SITE: Texas Community Park
171 Texas Park Road
St. George, SC 29477

SOLICITATION NUMBER: RFQ No. 2022-48
DESCRIPTION OF SERVICES: Lawn Services at Texas Park
DEADLINE FOR QUOTE SUBMISSION: 12:00 PM, Friday, May 20, 2022
MANDATORY PRE-BID SITE VISIT: 10:00 AM Wednesday, May 11, 2022
QUESTION DEADLINES 3:00 PM Monday, May 16, 2022

QUOTES SHOULD BE EMAILED TO:

Alice Durr and Purchasing
Adurr@dorchestercountysc.gov and Purchasing@dorchestercountysc.gov

CONFIRMATION TO PRE-BID MEETING ATTENDANCE:

Alice Durr and Purchasing
Adurr@dorchestercountysc.gov and Purchasing@dorchestercountysc.gov

OR SUBMITTED ONLINE THROUGH ELECTRONIC SOLICITATION AT

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebcba670c0>

SPECIFICATIONS

Scope of Work

The Contractor shall furnish all labor, tools, materials, equipment, and supervision necessary for the following:

- 1) Prior to every mowing service, the entire park including the perimeter boundary shall be visually inspected for trash, litter, debris, sticks, etc. All trash, debris, sticks, etc. shall be collected and removed entirely from the park by the Contractor.
- 2) Grassed areas shall be mowed to a height of not less than two inches and not more than three inches above the surface of the soil.
- 3) Grass shall be cut on the first and third Tuesday of each month during the growing season (March-September) and the second Tuesday of the month during the dormant season (October-February). The cut date can be adjusted due to inclement weather or other conflicts with department approval.
- 4) After trimming and mowing, grass clippings and other litter or debris shall be removed from sidewalks and other paved areas. No debris is to remain in the street or on the sidewalk overnight.
- 5) Trimming of grass and other vegetation shall be performed with each mowing around all upright objects (benches, fences, bollards, playgrounds, fire hydrants, trees, landscape beds, signs, poles, etc.) and along all curbs and sidewalks to maintain a uniform height with cut areas. Any areas that cannot be cut with a mower, shall be cut/trimmed using a weed-eater, managed with herbicide, or a combination of both.
- 6) All walkways, including the track, should be edged periodically to prevent overgrowth and degradation of the paved edge.
- 7) Grass, brush, weeds and other vegetation growing beside walls, guy wires, poles, shrubs, trees, foundations, concrete pads, fire hydrants or any object within the designated areas shall be cut at a height consistent with the adjoining turf areas.
- 8) There shall be no clumps of grass or other debris left visible on the surface of the lawn after mowing. Grass cuttings and trimmings shall be distributed evenly across the lawn. No grass clippings or debris shall be discharged into any flowerbed, mulch bed or ornamental planting area. No grass clippings or debris shall be left on the street, curb, sidewalk, or any other paved surface.
- 9) Total area of responsibility is ~7.4 acres.
- 10) Grass to be kept out of infield edges by edging and spraying as to make an even grass kill line. The defined infield should be grass free at all times.

Site visit

There is a mandatory pre-bid site visit. The mandatory pre-bid visit is scheduled for Wednesday, May 11, 2022 at 10:00 AM Eastern Time. The meeting will be at Texas Community Park, located at 171 Texas Park Road, St. George, SC 29477.

Location of Work

All work will be performed at the Texas Community Park, located at 171 Texas Park Road, St. George, SC 29477.

Authorized Hours of Work

Work shall be performed between dawn and dusk.

Pricing

Vendor shall provide a total lump sum cost for a 12-month period. The Contractor is required to invoice monthly and therefore will be paid on a monthly basis.

Payment

Contractor shall invoice Dorchester County after completion of project. Payment will be made within thirty (30) days from the date of invoice approval.

Notification

The Contractor will provide notification to Dorchester County of any accidents, injuries, or complaints by the public to allow the department to investigate these matters.

Term of Contract

The term of the contract is for one year. The Contractor shall commence work after receiving a Purchase Order. The contract will have an option to renew annually for up to four additional years. The contract can be terminated by either party with a 30-day written notice.

Business Licensing

The Contractor must possess a valid business license in each jurisdiction.

Damage of Property

Any damage to Dorchester County property or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair not be instituted soon enough, or satisfactorily in the opinion of Dorchester County, the County reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. The Contractor shall rent equipment as needed to cover any equipment breakdowns. Mowing shall be performed in a manner that prevents tire ruts both in the lawn areas and in all landscaping beds. Similarly, damage to lamp posts, signposts, flowers, trees and shrubs shall also be prevented (e.g. flower beds shall not be scalped by the mowing operations; mowers and string trimmers shall not chip paint or damage park amenities). Trees and other plants shall not be damaged while performing services. The presence of tire ruts and/or damage to landscape beds and plant material following mowing or other work will be the Contractor's responsibility to repair to the satisfaction of Dorchester County. The Contractor shall be responsible for any damage to sign posts, lampposts, and adjacent property during the mowing process. Repeated requests by

Dorchester County to the Contractor to stop damage or tire ruts may result in a penalty (i.e. payment reductions) or termination of contract.

Award

The lowest quote that meets all requirements, as verified by the County Facilities Director, will be issued a purchase order that represents a contract between the County and the vendor. Acceptance of the purchase order by the vendor indicates acceptance of these RFQ terms and conditions as the contractual terms and conditions of this purchase.

Bid Quote:

Lump Sum, 12 months

Total price \$ _____

Authorized Signature: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone/Fax No.: _____

Comments: _____

**REQUEST FOR QUOTES (RFQ)
GENERAL TERMS AND CONDITIONS**

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF QUOTES

- A. This solicitation is being issued in accordance with the Dorchester County Procurement Policies. All proposers, and all associated sub-consultants as deemed necessary, shall be able to be properly licensed to conduct its business in Dorchester County, with all licenses, permits, and certificates as required by all local, State of South Carolina, and Federal agencies.
- B. Quotes may be electronically submitted via the Vendor Registry website; however, Dorchester County is not responsible if submissions are not received due to website errors.
- C. **Quotes submitted after the due date and time are considered “Late Quotes.” and will not be opened or considered.**

- D. Quotes may be withdrawn by written request received from the Contractor prior to the time set for opening of quotes, but not thereafter.
- E. Dorchester County reserves the right to make any changes to this RFQ, or to reject any and all quotes, or parts of any and all quotes or to accept any quote or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFQ, or to re-solicit this RFQ, or to waive any irregularities in this RFQ or in the quotes received as a result to this RFQ. Dorchester County also reserves the right to request clarification or information from any proposer. The County is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.
- F. Any interpretation, correction or change of the RFQ documents will be made by addendum. It is your responsibility to monitor the Procurement website by selecting Quotes/RFQ Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.
- G. No substitutions will be considered after the Contract award except by amendment or change order.

2. CONTRACTOR REPRESENTATIONS

Each Contractor by submitting a quote represents that:

- A. The Contractor has read and understands this RFQ (including all specifications, attachments, and addenda) and that their quote is made in accordance therewith.
- B. The Contractor has reviewed the RFQ, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The quote is based on the terms, materials, systems and equipment required by this RFQ, without exception.
- D. The Contractor is qualified to provide the services and equipment required under this RFQ and, if awarded the Contract, will do so in a professional, timely manner using Contractor's best skill and attention.

3. AWARD OF CONTRACT

- A. The contract will be awarded to the most responsive and responsible firm meeting the specifications of the County. Although cost will be a consideration, the award will be based on cost, consistent with the desired quality of service needed for effective use.
- B. The County reserves the right to 1) reject any or all quotes and any part of a quote; 2) waive informalities, technical defects, and minor irregularities in quotes received.

- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFQ.

4. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement, and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

5. **STATE AND LOCAL TAXES**

Except as otherwise provided, Quotes shall *include* all applicable state and local taxes.

The successful Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the successful Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Contractor's failure to pay any tax of any type due in connection with this Contract.

The successful Contractor shall ensure that the above sections are included in all subcontracts and sub-contracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

6. **DRUG-FREE WORKPLACE ACT**

By submitting a quote, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

7. **INSURANCE REQUIREMENTS**

The successful Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors.

A. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

- e. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

8. **INSPECTION**

The purchased services shall be subject to inspection and testing by the County. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the RFQ requirements.

Texas Community Park Mowing Area in Yellow

