



## **INVITATION FOR BID**

**IFB # 2018-68**

### **AS NEEDED / ON-CALL TREE SERVICES**

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified firms to establish a Master Service Agreement in which a primary and secondary vendor will provide as needed / on-call tree services.

The term of the Master Service Agreement will be for a one (1) year period, with the option to renew for three (3) additional one (1) year periods.

The general scope of services includes, but is not limited to, providing labor, materials and the equipment necessary to perform the following:

1. Removal and disposal of identified trees, stumps and limbs;
2. Pruning and shaping of trees;
3. Arboricultural services; and
4. Cultural techniques such as planting, fertilization, pest and pathogen control

The Master Service agreement will be awarded to a primary and secondary vendor who are considered the lowest responsive and responsible bidders. Master Service Agreement will consist of:

- Town of Bluffton contract (sample attached);
- Exhibit "A" – Bid Response Form; and
- Exhibit "B" – Scope of Services

To be considered as a responsible qualified bidder, vendor shall at a minimum have the following:

- Three (3) years of past experience in providing services of similar size scope and work.

The firm must be able to provide all of the required documents; meet the minimum qualifications; and provide proof of positive past performances to be considered a responsive and responsible bidder.

**Contents of Sealed Bids:**

Bidders shall provide the following documentation within their sealed bid:

- Exhibit “A” – Bid Response Form (Completed and Signed)
- Listing of references – 3 minimum with contact information provided
- Copy of Town of Bluffton Business License (or letter stating vendor is willing to obtain one if awarded contract).

**Submittal of Sealed Bids:**

Sealed bids shall be received by or prior to:

**2:00 p.m. on Tuesday, April 17, 2018**

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**IFB # 2018-68**

**AS NEEDED / ON-CALL TREE SERVICES**

**Attn: BRIAN RANGER**

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton**

**20 Bridge Street**

**Bluffton, South Carolina 29910**

**Public Opening of Sealed Bids:**

Due to the renovation of Town Hall and the inability to provide proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline and at the address, on the date and time specified below:

**2:15 p.m. on Tuesday, April 17, 2018**

**Rotary Community Center / Oscar Frazier Park**

**11 Recreation Court**

**Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening location. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

**Late Submittals:**

***Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.***

## **SOLICITATION TERMS and CONDITIONS**

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed bids and to waive any technicalities and formalities. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

### **Bidders Responsibility:**

While the Town has used considerable efforts to ensure an accurate representation of information in this IFB, each prospective Bidder is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this IFB.

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Bidder will rely. If the Bidder receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

A Bidder, by submitting a bid represents that the Bidder has read and understands the Request for Bids requirements and its response is made in accordance therewith and that the Bidder is familiar with the local conditions under which the awarded Bidder must perform.

It is incumbent upon each prospective Bidder to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

### **Questions and Inquiries:**

Questions and inquiries must be received seven (7) calendar days prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). It is the Bidder's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their bid.

Questions and inquiries regarding this solicitation shall be submitted to:

**Brian Ranger**  
**Town of Bluffton**  
**branger@townofbluffton.com**

### **Restricted Discussions:**

All prospective Bidders are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing

Administrator regarding this IFB or their response at any time during the IFB process. Any such contact shall be cause for rejection of your submittal

### **Opening of Bids:**

The receipt and opening of packages containing bids shall be public, at the address, on the date and time specified above. The closing date and time shall be scrupulously observed. All bid packages that have been timely accepted by the Town will be formally opened and accepted for consideration. The names of the firms submitting a bid package will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

### **Late Submittals:**

Under no circumstances shall bids be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the said opening. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

### **Acceptance / Rejection:**

The Town reserves the right to accept or reject any or all bids. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a bid does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the bids compared to the specific requirements and qualifications of a firm as contained and described in this document.

### **Public Record:**

A bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a bid.

### **Award:**

Award will be made to the lowest responsive and responsible Bidder. The Town reserves the right to consider criteria, such as, but not limited to, cost, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

### **Attachments:**

1. Exhibit A – Bid Response Form (Pricing Schedule);
2. Exhibit B – Scope of Services; and
3. Sample Contract;

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**AS NEEDED / ON-CALL TREE SERVICES**

***I. General***

- A. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the State of South Carolina and hold a current and valid Town of Bluffton Business License.
- B. The Contractor shall assume full responsibility for damage to Town property caused by the Contractor's employees or equipment as determined by designated Town personnel.
- C. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation and related activities and equipment.
- D. No guarantee of the actual service requirement is implied or expressed. Any as needed service requirements shall be determined by actual need.
- E. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other Contractors for similar or like services.
- F. Services to be provided shall be performed by personnel directly employed by the Contractor. Under no conditions shall any work specified be sub-contracted without the Town's prior approval. Pre-approved Sub-Contractor's shall be accompanied by and under the direct supervision of the Contractor at all times. All sub-Contractors must have a Town Business Licenses, as well as proper insurance and licenses.
- G. The Contractor shall ensure that the required services specified, meet the quality standards outlined therein. All work performed shall be consistent with best industry practices, to assure adequate protection of Town assets and their configurations.
- H. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- I. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for the Town shall fully conform to all local, state and federal safety regulations.

## **II. Scope of Work:**

- A. The Contractor shall provide all labor, materials and equipment necessary to perform tree services, which includes, but is not limited to the following:
  - Removal and disposal of identified trees, stumps and limbs;
  - Pruning and shaping of trees;
  - Arboricultural services; and
  - Cultural techniques such as planting, fertilization, pest and pathogen control;
- B. The Contractor shall provide a minimum of one local staff member that is currently a certified ISA arborist.
- C. The Contractor shall provide the equipment and labor necessary for a tree removal and pruning crew to perform emergent work on an as needed / on-call basis during normal business hours. Normal business hours shall be considered 8:00 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Fridays.
- D. The Contractor shall provide the equipment and labor necessary for a tree removal and pruning crew to perform emergent work on an as needed / on-call basis for after hours and weekend calls. After hours and weekend calls shall not exceed 1.5 times the basic hourly labor rate for the crew performing the services.
- E. Man hours under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of Contractor owned equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labor.
- F. Tree removal and pruning services shall be performed by the Contractor in compliance with the Town's tree ordinance and as indicated by the American National Standards Institute (ANSI), A-300 guidelines where required.
- G. The Contractor shall be responsible for proper disposal of any chips, logs, limbs or other debris created as a result of the work performed. The disposal methods shall be in accordance with all applicable State, Local and Federal Laws.
- H. Contractor shall not subcontract any portion of the work required under this contract. All work must be performed by the Contractor's work forces.
- I. All work shall be done in a safe manner and comply with all governing regulations concerning safety to protect pedestrians, vehicles, and their workers from harm. This shall include, but not limited to OSHA, MOSHA, ANSI, MUTCD, etc. Adequate barricades, warning signage, traffic direction, etc. shall be erected and maintained around all areas where work is being performed and equipment and materials are stored and used. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.
- J. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- K. The Contractor shall obtain the permission of the Facilities Manager regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the

schedule for that building. The Town shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the Town's facilities or grounds.

- L. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

### **III. Response Time and Contact Information**

- A. Non-emergency projects: Contractor shall provide the Town with a contact person's name and telephone number for normal working hours, 8:00 am to 5:30 pm, Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Fridays. If the contact information is different for after hours and weekends, Contractor shall provide this information as well. Answering machines are unacceptable as a point of contact. Contractor shall be able to start all non-emergency projects within five (5) working days after notification from the Town. The Contractor shall complete each non-emergency job within the time specified in the project estimate.
- B. Emergency projects: For the purpose of this contract, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by a representative of the Facilities Department. Contractor shall respond to requests for emergency service calls within two (2) hours after notification. For emergency calls, outside normal working hours (evenings, weekends and/or holidays), the Contractor shall provide a contact person's name and telephone number or have a voice mail paging or answering service. Contractors using a voice mail paging or answering service in lieu of a contact person shall be required to initiate a call back to the Town within 15-25 minutes.

### **IV. Project Estimates**

- A. Contractor shall provide written, "not to exceed" estimates on all projects based on the rates established in this Master Service Agreement. This estimate shall include the estimated number of hours, contracted rate, number and type of employees required, estimated cost and project completion in number of days. Contractor shall respond to requests for estimates within two (2) days and provide written estimates within five (5) days of first contact by the Town. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- B. Work shall only be performed with the Town's written authorization by issuance of a Task Authorization Form from the Project Manager. Actual work shall not exceed the Contractor's estimate without prior written authorization by the Town.
- C. The Town shall not be required to pay for the cost of preparing estimates for projects.

### **V. INSURANCE**

The Contractor shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

Workers Compensation – The Selected Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

**Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements** – Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "Town of Bluffton", a municipality of the State of South Carolina, its officers, employees and agents along with the Contract and/or Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

#### ***IV. Price Adjustments***

Prices stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional option periods price adjustments may be made, however, any request for price adjustment shall be made 90 days prior to the beginning date of the contract renewal option. The Contractor shall calculate and make a written request to the Town that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. Amended price adjustments will remain intact for the remainder of the current renewal period.

#### ***V. Invoicing and Payment***

The Town does not prepay for materials, work or services provided. The Town shall make payment to the Contractor for all services provided by the Contractor pursuant to this Agreement based on the hourly rates and material costs negotiated. The Contractor shall submit a written invoice, with a copy to the Project Manager, for services rendered and the Town shall pay the approved invoiced fee within thirty (30) days after receipt of the approved invoice by the Town's Finance Department.

Paper Invoices shall be submitted to:                      Town of Bluffton  
Attn: Accounts Payable Department  
20 Bridge Street  
Bluffton, SC 29910

Electronic Invoices may be submitted to:                      [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com)



**EXHIBIT "B"**  
**IFB # 2018-68 BID RESPONSE FORM**  
**FOR**  
**AS NEEDED / ON-CALL TREE SERVICES**

- 1) Provide a tree removal crew on an as needed / on-call basis during normal business hours for emergent work at a rate of \$\_\_\_\_\_/hour for the entire crew, including the use of equipment and disposal costs incurred in the performance of the work.
- 2) Provide a tree removal crew on an as needed / on-call basis for after hours and weekends at a rate of \$\_\_\_\_\_/hour for the entire crew, including the use of equipment and disposal costs incurred during the performance of the work.
- 3) Provide a tree pruning crew on an as needed / on-call basis during normal business hours for emergent work at a rate of \$\_\_\_\_\_/hour for the entire crew, including the use of equipment and disposal costs incurred in the performance of the work.
- 4) Provide a tree pruning crew on an as needed / on-call basis for after hours and weekend at a rate of \$\_\_\_\_\_/hour for the entire crew, including the use of equipment and disposal costs incurred during the performance of the work.

Submitted By:

NAME OF COMPANY: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TOWN OF BLUFFTON**  
**MASTER SERVICE AGREEMENT**  
**Contract Number <201X-XX>**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the \_\_\_\_ of \_\_\_\_\_, 2017 between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires <purpose of contract>; and

**WHEREAS**, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Schedule:** The agreement shall be for a term of **one (1)** year with the option to renew for **three (3)** additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in "**Attachment X**".
3. **Fees:** The total cost of these services shall be <Costs> per the **hourly** rates established in "**Attachment X**". **Hourly** Rates shall remain firm for the first **twelve (12)** months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable or to [Invoice@townofbluffton.com](mailto:Invoice@townofbluffton.com), with a copy to the Project Manager. The invoice should reference contract number **201X-XX**. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
5. **General Terms and Conditions:**
  - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in "**Attachment X**" for the entire length of this Agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence upon execution of an approved Work Authorization Form and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
  - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
  - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
  - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list

of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

**<CONTRACTOR NAME>**

TOWN OF BLUFFTON

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

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

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

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

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

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

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

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

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

**Attachments:**

1.

2.