



**CITY OF HANAHAN PROCUREMENT
DEPARTMENT
Kitty Farias - Purchasing Agent
1255 Yeamans Hall Road Hanahan, S.C. 29410**

**CITY OF HANAHAN RECREATION DEPARTMENT
LANDSCAPING SERVICES – YEAMANS HALL STREETSCAPE**

BID TITLE: LANDSCAPING SERVICES – YEAMANS HALL STREETSCAPE

RFP NUMBER: COH#-083122

CLOSING DATE AND TIME: September 28, 2022 – 2:00PM EST.

BOND: N/A

The City of Hanahan Recreation and Parks Department seeks professional Landscaping services to manage landscaping in the downtown streetscape area [Remount to Sledge]. Questions concerning this solicitation must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at on the City Procurement Website. Site Visits are encouraged but are not mandatory. Please contact dstewart@cityofhanahan.com to schedule a site visit. ***Please review this document carefully - non responsive bidders will not be considered.**

**Kitty Farias
Procurement Agent
2nd Floor
1255 Yeamans Hall Road
Hanahan, SC 29410
PH: (843) 266-0723
kfarias@cityofhanahan.com**

DEADLINE FOR WRITTEN QUESTIONS IS: September 23, 2022 at Noon (12:00 pm), Eastern Standard Time (EST). Please email questions to: kfarias@cityofhanahan.com

An official authorized to bind the Offeror must sign the Proposal and it shall contain a statement to the effect that the Proposal/Offer shall remain valid for a period of at least ninety (90) calendar days from the closing date for submission of Offer. The Proposal must be submitted in a sealed envelope showing the above solicitation title, BID/RFP number and closing date/time and Offeror's business name and address.

This request does not commit the City of Hanahan to award a contract, to pay any cost incurred in the preparation of documents or to procure or contract for the articles of goods or services. The City of

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Hanahan reserves the right to accept or reject any or all offers received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this offer if it is in the best interest of the City to do so.

Offers can download a copy of the documents and any amendments from the City of Hanahan Web Site (preferred) or request by email to kfarias@cityofhanahan.com:

WEB ADDRESS: <https://cityofhanahan.com/government/administration/purchasing/>

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**SECTION 1
GENERAL INFORMATION**

- 1.1 Offers will be considered as specified herein or attached hereto under the terms and conditions of this Request for Proposal.
- 1.2 Offers must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the Proposal documents.
- 1.3 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the Proposal and shall be identified as such.
- 1.4 Two (2) clearly identified originals are required. Submissions must be complete, clear and concise.
- 1.5 Proposals will be received by City of Hanahan until 2:00 P.M. on the closing date shown. Proposals must be submitted to or at the time, date and exact location specified to be considered. No late submissions, emailed, telegraphic (facsimile), or telephone Proposals will be accepted.

MAILED TO:

City of Hanahan Procurement Office
ATTN: Kitty Farias
1255 Yeamans Hall Road
Hanahan, S.C. 29410

HAND CARRY/DELIVERY SERVICE TO:

City of Hanahan Procurement Office
ATTN: Kitty Farias
1255 Yeamans Hall Road
Hanahan, S.C. 29410

- 1.6 Offeror is required to have printed on the envelope or wrapping containing his Proposal; Offeror business name and address, the Proposal title, BID/RFP number and the closing date and time.
- 1.7 City of Hanahan shall not be responsible for unidentified Submissions.
- 1.8 Offerors mailing their Proposals must allow a sufficient mail delivery period to insure timely receipt of the submission of their Proposals. City of Hanahan is not responsible for Proposals delayed by mail and/or delivery services of any nature. Proposals/Offerors received after the set time for closing will be returned unopened.
- 1.9 Offers may be withdrawn by Offeror prior to, but not after, the time set for the closing. A telegraphic or email request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.

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- 1.10 All entries shall be entered in ink or typewritten and shall remain valid for a period of not less than **ninety (90)** calendar days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the Proposal.
- 1.11 Offers, amendments thereto or withdrawal requests must be received by the time advertised for the closing to be timely filed. It is the Offeror's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.
- 1.12 By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 1.13 **Offerors must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act).** If any part is designated as "**Confidential**" there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Hanahan reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Hanahan or his agents for its determination in this regard.
- 1.14 City of Hanahan reserves the right:
- 1.14.1 To accept or reject any or all Offers received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the City to do so;
 - 1.14.2 To waive any or all informalities;
 - 1.14.3 To solicit additional information from the Offerors, or any one Offeror should City of Hanahan deem such information necessary;
 - 1.14.4 To consider modifications received at any time before the award is made, if such action is in the best interest of the City; and,
 - 1.14.5 To negotiate contract terms, conditions and cost.
- 1.15 Samples of any articles deemed necessary must be furnished free of any cost to City of Hanahan. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the Offeror at the Offeror's expense upon request.
- 1.16 This contract will be awarded to the Offeror whose Proposal is within the competitive range and determined to be in the best interest of City of Hanahan.
- 1.17 The words "**Contractor**", "**Vendor**", "**Offeror**", "**Consultant**", "**Proposal**", "**Offer**", "**Proposer**", "**Bid**", "**Bidder**" are/may be used interchangeably throughout this Solicitation to define the companies submitting RFBs and RFPs, and replace terms such as person(s), firm(s), or corporation(s), etc.
- 1.18 If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the Proposal Solicitation, it shall immediately notify the City's Procurement Office of such error in writing and request modification or clarification of the document. The Offeror is responsible for

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clarifying any ambiguity, conflict, discrepancy; omission or other error in the Solicitation documents, or it shall be deemed waived.

- 1.19 Failure to submit all required information may be determined as a non-responsive.
- 1.20 This contract will be awarded to the Offeror whose Proposal is within the competitive range and determined to be in the best interest of City of Hanahan. Evaluation of Proposals and selection of an Offeror/Vendor are set forth in "Special Instructions".
- 1.21 This solicitation does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a Proposal or to procure or contract for the articles of goods or services.
- 1.22 AMENDMENTS: If it becomes necessary to revise any part of this Solicitation, an amendment will be posted on the Web Page at the address provided on the Cover Sheet. All amendments become part of the Request for Proposals and are contractually binding whether or not received by the Offeror.
- 1.23 AWARD: A written Purchase Order emailed, mailed, or otherwise furnished, to the successful vendor within the time for acceptance specified is a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 1.24 ADDITIONAL INFORMATION/QUESTIONS: Bidders/Offerors requiring additional information may submit their questions in writing. Questions may be directed to Kitty Farias, Purchasing Agent, at telephone number (843) 576-5254 or email at kfarias@cityofhanahan.com. The deadline for submitting written questions is (12pm) Noon on July 22, 2020. Verbal information obtained otherwise will not be considered in the awarding of the Proposal.
- 1.25 AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion form contained herein shall be signed, notarized, and become a part of the Proposal. **Proposals submitted without this Affidavit may be rejected as nonresponsive.**

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**SECTION 2
TERMS AND CONDITIONS**

- 2.0 CONTRACT COMPLETION PERIOD: **ANNUAL RENEWAL [up to three (3) years]**. This refers to work by the selected contractor for services requested in this document and referred to and located in the Specifications and Scope section of this document. All vendors will fall into a month to month basis during contract renewal bids.
- 2.1 APPLICABLE REGULATIONS/POLICIES: The Code(s) of the City of Hanahan Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offeror to be familiar and comply with said regulations/policies.
- 2.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 WAIVER: The City reserves the right to waive any provisions of this solicitation.
- 2.4 COMPENSATION: The City shall pay the rate as agreed after properly conducted negotiations and award of the contract. The Contractor's employees shall not acquire status as a City employee and shall not accrue sick or annual leave, be eligible to participate in the retirement Systems or have a right to grievances through the City procedures instituted for City personnel.
- 2.5 PUBLIC RELEASE OF INFORMATION: Contractor shall not advertise, issue a press release or otherwise publish information concerning this BID/RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission. Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by City of Hanahan.
- 2.6 PAYMENT TERMS: Contractor will submit invoices to the City, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice, City shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to City back-up data supporting the invoice. City and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City and is past due thirty (30) days from the date the invoice is received.
- 2.7 TERMINATION: Subject to the provisions below, the City may terminate the solicitation/contract by providing a thirty (30) day written advance notice to Contractor.
- 2.7.1 Termination for Convenience: In the event this solicitation/contract is terminated or cancelled for the convenience of the City, the City will negotiate reasonable termination costs, if any.

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- 2.7.2 Non-Appropriations: Any contract entered into by the City shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Any final agreement accepted by the City MUST include the following language:

This contract is approved and funded contingent upon annual appropriations being established by the City of Hanahan Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1st and terminating on June 30th of the following year. In order for the contract to remain in effect, such appropriation(s) must be approved on an annual basis throughout the term of the contract. In the event that an annual appropriation is not approved, City of Hanahan shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

- 2.7.3 Termination for Cause: The City may terminate the contract at any time for the failure of the Contractor to perform any obligation under this solicitation/contract, or for any other good and sufficient cause. The City shall only pay Contractor for services rendered prior to the termination notice date, less any liquidation costs assessed for Contractor non-performance.
- 2.7.4 Mitigation of Termination Costs: In the event that the contract is terminated, Contractor will be liable for any costs in excess of contract pricing incurred by the City to complete the contract or provide for continuity of services. The City reserves the right to purchase any or all services and materials on the open market. The City will not entertain subsequent offers from the terminated Contractor until these liquidation costs are paid by Contractor.

Such costs may include, but are not limited to, the cost of using the City’s employees or employees of any other entity to perform the obligations of the contract. The City may obtain any such reimbursement by deduction from payments otherwise due to Contractor or by any other proper and lawful means. All deductions from any money due Contractor are to be as liquidated damages and not as a penalty. It is the City’s intent to give Contractor a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The City will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the City carries out the work using its forces or another contractor.

- 2.7.4.1 For use of City’s forces – actual cost involved.
2.7.4.2 For use of another contractor – the amount charged by said contractor.

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The City reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

- 2.7.5 Excusable Delay: Contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God (force majeure) or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 2.8 S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this Proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Proposal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina and/or City of Hanahan, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 2.9 OFFEROR’S QUALIFICATIONS: Offeror must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Purchasing Department reserves the right to make the final determination as to the Offeror’s ability to provide the services requested herein, before entering into any contract.
- 2.10 OFFEROR RESPONSIBILITY: Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Proposal or to the contract. The Offeror will be required to assume sole responsibility for the complete effort, as required by this RFP. The City will consider the Offeror to be the sole point of contact with regard to contractual matters.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES: Offeror shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall hold the City harmless from loss on account thereof, if any.
- 2.12 CONFIDENTIALITY: Contractor will maintain confidential any documents or information provided by the City and will not release, distribute or publish same to any third party without

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prior permission from the City, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the City.

- 2.13 **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
- 2.14 **WARRANTY:** Contractor warrants to City that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective. Upon request of City, Contractor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting there from. The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the Contractor. In the event the City elects to have said work performed by the Contractor, the Contractor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City; however, in no event shall such period exceed fifteen (15) calendar days. If the Contractor shall fail or refuse to comply with its obligations under this section, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
- 2.15 **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the City.
- 2.16 **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.17 **RIGHTS AND REMEDIES:** No provision in this document or in the Offeror's Bid /Proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.18 **CLIENT LITIGATION:** Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the City, if the City requests such documents, witnesses and/or general assistance. The City shall reimburse Contractor for all direct

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expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of the Final Agreement.

- 2.19 **SEVERABILITY:** Should any section, paragraph, clause, phrase, or provision of any Final Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of any Final Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
- 2.20 **INSURANCE REQUIREMENTS:** The successful Offeror 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 City by the Offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies, *if applicable*.
- Worker's Compensation, which must meet the statutory requirements of the State of South Carolina
 - General Liability Coverage with bodily injury and property
 - Automobile Liability Coverage
- 2.21. **CONTRACTOR LICENSE REQUIREMENT:** The contractor **shall procure all permits and licenses and pay all charges and fees necessary**. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same. In addition, **Contractor must possess and provide a copy of a valid S.C. Pesticide Applicator License**.
- 2.22 **CONTRACT:** The City reserves the option to prepare and negotiate a Final Agreement with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
- The Final Agreement**, along with the provisions contained in **BID COH#-083122** and Vendor/Contractor’s Response to **BID COH#-083122** represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.
- 2.23 **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City (**if applicable, please include with Proposal a list and duties of any subcontractors**). All subcontractors shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. The City reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 2.24. **CONTRACTOR LIABILITY:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the City and for all claims, losses or expense which may in any way arise out of the performance of the

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work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the City harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the City and suit brought against the City for attorney’s fees and for all other expenses incurred by the City in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will City of Hanahan act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

- 2.24.1 **Safety, Health, and Security:** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under any Final Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the City, if applicable.
- 2.25 **ASSIGNMENT CLAUSE:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City. The City is under no obligation to continue this contract with an assignee.
- 2.26 **RIGHT OF ENTRY:** The City will provide for the right of entry for Contractor, its subcontractors (if any), and all necessary equipment in order to complete the work. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment
- 2.27 **AUDIT:** Contractor’s records which pertain to this Contract must be open for inspection and/or audit by the City upon request for a period of three years after each contract year. For audit purposes, the City must verify that the material cost billed as a result of the contract are correct. Contractor must provide the City, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.
- 2.28 **PUBLIC RESPONSIBILITY:** The City has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the City to any matter of which Contractor becomes aware and believes requires the City to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the City decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

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- 2.29 DRUG-FREE WORKPLACE: Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended)..
- 2.30 APPLICABLE LAW AND VENUE: The construction, interpretation and performance of any Final Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The City and Contractor further agree that the Final Agreement shall be deemed to be made and performed in City of Hanahan, South Carolina. For the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be brought in the courts of City of Hanahan, South Carolina.

**SECTION 3
SPECIAL INSTRUCTIONS**

- 3.1 In addition to the other terms and conditions in this solicitation, as amended, the Offeror must agree to the inclusion of contractual articles provided below:
- 3.1.1 EQUAL EMPLOYMENT: The Contractor will comply with all Federal and State requirements concerning fair employment. During the performance of this Contract, the Consultant agrees to provide equal employment opportunities. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.
- 3.1.2 INDEMNIFICATION: The contractor agrees to indemnify and hold harmless the City of Hanahan and all City officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.
- 3.1.3 ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Offeror agrees to include in any contracts with its subcontractor’s language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractor’s language requiring the sub-subcontract to comply with the applicable requirements of Title 8,

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Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the City for any loss suffered by the City as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

- 3.1.4 FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services

- 3.2 RECEIPT OF PROPOSAL: Offerors mailing their Proposal submission must allow a sufficient mail delivery period to insure timely receipt of their Proposals. Any Proposals received **after** the scheduled opening date and time will be immediately disqualified and will be **returned unopened**.

3.3 PREPARATION OF PROPOSAL:

3.3.1 All Proposals should be complete and carefully worded and must convey all information requested by City of Hanahan. If significant errors are found in the Offeror's submission, or if the Proposal fails to conform to the essential requirements of the RFP request, City of Hanahan will be the judge as to whether that variance is significant enough to reject the Offer.

3.3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content.

3.3.3 If your Proposal/Offer includes any comment over and above the specific information requested in our Request for Proposals, you are to include this information as a separate appendix to your Proposal.

3.4 PROPOSAL REQUIREMENTS:

3.4.1 Required Contents of BID/ RFP

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Failure to respond to specific requirements may result in disqualification. Offerors are reminded that Proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City.

Those Offers determined not to be in compliance with provisions of this solicitation and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with document preparations and subsequent interviews and/or

negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the contractor selected will form the basis for negotiation of a contract. The City reserves the right to issue a contract without further negotiation using the data contained in the Proposal submission.

3.4.2 BID/RFP Format

The BID/RFP format requirements were developed to aid Offerors in their Proposal development. They also provide a structured format, so reviewers can systematically evaluate accurately. These directions apply to all Offers/Proposals submitted.

The Offeror's submission should address all the points outlined here as required.

3.4.2.1 Transmittal Letter: The transmittal letter must include:

- Name of the firm responding, including mailing address, telephone number, fax number and email address.
- The name of the person or persons authorized to make representations on behalf of the Offeror, binding the firm to a contract or Agreement.
- A statement that the offer submitted as a result of this solicitation is binding on the Offeror for ninety (90) calendar days following the Proposal due date.
- Signed by authorized person.

3.4.2.2 Firm History and Experience: Define the overall structure of the firm to include the following:

- A description of the firm's principal business location, including the primary office that will service the City;
- Licenses and Certificates held by you and/or your company;
- Discuss any impending changes in your organization that could impact the delivery of services, if any. Indicate current responsibilities of person designated to serve as lead contact for the City; and
- Three references.
- All Sections, Attachments w/acknowledgment(s) and signatures.

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SCOPE

TITLE: LANDSCAPING SERVICES – YEAMANS HALL STREETScape

PROPOSAL SPECIFICATIONS/SCOPE OF WORK

Project Description

Maintain all landscaping in the streetscape located on Yeamans Hall Road beginning at Remount Road and ending at Sledge Street and Yeamans Hall Road.

Services to be performed on a weekly basis.

Potential contractors are encouraged to schedule a site visit to view and evaluate the landscape area and expectations.

Scope of Services

Shrubs and Trees

Trim or Prune as needed in accordance with accepted horticultural practices. Trimmings must be collected and hauled away. Tree limbs are to be kept at a safe height for pedestrian and vehicle traffic.

Debris and Litter

Litter and debris will be removed from landscape areas weekly and properly disposed.

Paved Areas/Sidewalks

Litter/Debris must be removed from sidewalks and curbs [weekly]. Sidewalks to be edged [weekly].

Weeds

Weeds and grass breaking through sidewalks and planter beds will be manually removed and/or controlled with herbicide spray. The city's goal is to have weed free beds/sidewalks and curbs.

A clean landscape is the goal.

Ant Mounds

Ant mounds to be treated [weekly].

Entrance Sign

Entrance sign at corner of Remount and Yeamans Hall Rd. to be maintained to include cutting and trimming grass area, weeding, pruning and trimming shrubs and flower bed. Removal of all litter/debris and trimmings and hauled away.

Fertilization:

Fertilize all plants with appropriate fertilizer in **early spring**.

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****Potential contractors are encouraged to schedule a site visit to view and evaluate the landscape area and expectations.**

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PROPOSAL REQUIREMENTS:

Proposals/Offerers **must** be submitted in a **sealed** envelope. The vendor name, opening date, and complete project name **must** appear legibly on the outside of the envelope. Proposals will be accepted until the date and time of opening. **Irrevocable BID/RFP Period:** Offers are irrevocable for a period of ninety (90) calendar days after the BID/ RFP deadline unless the Facility consents to a different time period. The City of Hanahan Recreation Department and/or The City of Hanahan reserves the right to accept or reject any or all Proposals.

NOTE: A vendor/firm information sheet (w9) must be attached unless on file with The City of Hanahan.

DUE DATE:

Proposals must be submitted by September 28, 2022 – 2PM EST

3.5 **AWARD:** An award resulting from this request shall be made to the responsive and responsible Offeror whose Proposal is determined to be most advantageous to City of Hanahan, taking into consideration **cost and any additional evaluation criteria**. However, the City reserves the right to reject any and all Offers/Proposals received and, in all cases, City of Hanahan will be the sole judge as to whether an Offeror's submission has or has not satisfactorily met the requirements of this RFP.

3.6 **EVALUATION:** The evaluation team will decide if they require additional information on the top BIDS/RFPs submitted; if so, the Offerors will be contacted. **[Depending on the nature of the RFP request and scope, this is not always applicable]**

3.6.1 General:

3.6.1.1 The City *may* shortlist the Offerors based upon responses. If necessary, the City may conduct interviews. **[Depending on the nature of the request and scope, this is not always applicable]**. The City will not be liable for costs incurred for preparation of submissions and accompanying documentation.

3.6.1.2 The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a Proposal.

3.6.1.3 **Exceptions to Contract Terms and Requirements:** Offeror shall clearly identify any proposed **deviations** from the Contract Terms/Requirements/Scope of Work in the RFP. **Each exception must be clearly defined.** The exception shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better cost and/or performance. If no exceptions are noted in the Offeror's submission, the City will assume complete conformance with the Requirements/Scope of Work and the successful Offerors will be required to perform accordingly. Alternate written Offers/Proposals

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submitted may be considered; however, the City will make final determination as to suitability and compliance with the scope of work. Proposals/Offer submitted not meeting all requirements might be rejected.

- 3.7 **EVALUATION CRITERIA:** The following evaluation criteria will be taken into consideration for purposes of RFP evaluation. The evaluation team during evaluation will take the following criteria listed in relative order of importance, into consideration:

COMPLIANCE, RESPONSIVNESS, QUALIFICATIONS, AND COST.

ALL DECISIONS/AWARDS ARE BASED ON THE BEST INTEREST OF THE CITY OF HANAHAN.

[NEXT PAGE]

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**SECTION 4
BID/RFP TRANSMITTAL AND AGREEMENT**

The undersigned, having fully familiarized himself with the information contained within this Request for Proposals, (including the Invitation Notice, Instructions to Offerors, General Conditions, Special Conditions (if applicable), Requirements, Local Preference Statement, Proposal Sheets, Drug-Free Workplace Certification Form, Affidavits of Offerors, and subsequently received written Amendment as listed below), submit the attached Proposal. I verify (to the best of my knowledge and belief) this Proposal to be true and correct. All requirements of the Request for Proposals are hereby incorporated into the Proposal submitted and shall be incorporated by reference into the purchase contract or act as the Contract.

The Offerors acknowledges the following Amendments (if applicable), have been received and incorporated into this Proposal (if applicable):

Amendment No. _____ Dated _____, Signature _____

Amendment No. _____ Dated _____, Signature _____

Amendment No. _____ Dated _____, Signature _____

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Date: _____

Telephone No: _____

Fax Number: _____

Email: _____

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**SECTION 5
SUBMITTAL FORM**

[NAME OF SOLICITATION]

_____ : Please provide sufficient detail to line item all cost(s). **(This may be submitted in a separate sheet if necessary)**

SUBMITTAL FORM

The following Offer includes all materials, labor, equipment, and mobilization costs for work and additional services in connection with the Scope and Specifications listed in this BID/RFP.

TOTAL PROJECT PRICE = \$ _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____

PHONE: _____

EMAIL: _____

REPRESENTATIVE NAME: _____

SIGNATURE: _____ DATE: _____

Complete this form and return to the City of Hanahan 1255 Yeamans Hall Rd. Hanahan, SC 29410 by July 28, 2022 by 2PM EST and in a sealed envelope marked **“LANDSCAPING SERVICES – YEAMANS HALL STREETSCAPE”. Signature serves as agreement to all proponents of this BID document (if awarded). BID documents are considered the “Contract.” Incomplete forms shall not be considered for selection. The City of Hanahan reserves the right to reject any and/or all Proposals/Offer.

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DEVIATIONS FROM REQUIREMENTS

Please list all deviations from requirements in the space provided below. Please note item number for which you are showing deviations.

ITEM NO. DEVIATIONS

Company Name

Signature of Authorized Representative

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**ATTACHMENT #1
NONCOLLUSION AFFIDAVIT OF OFFEROR**

STATE OF _____)
)
CITY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Offeror that has submitted the attached Proposal/Offer:
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding the Proposal:
- (3) Such Proposal/Offer is genuine and is not a collusive or sham;
- (4) Neither the said Offeror/Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Offer in connection with the Contract for which the attached Proposal has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Hanahan, South Carolina, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires _____

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**ATTACHMENT #2
CITY OF HANAHAN
DRUG-FREE WORKPLACE CERTIFICATION FORM**

(OFFEROR/VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Offeror/Vendor prior to award that they will maintain a drug-free workplace as defined below. The certification set out below is a material requirement of fact upon which reliance will be placed when determining the award of a Contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Contract, or suspension or debarment from the right to submit Offers, Proposals or Offers for City of Hanahan projects.

For purposes of this Certification "Drug-Free Workplace" is defined as set forth in Section 44-107-20 (1), South Carolina Code of Law (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Offeror's/Vendor's duties under the Contract. Offeror's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act.

By signing this document, the Offeror/Vendor hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - 2.1. The damages of drug abuse in the workplace;
 - 2.2. The Offeror's/Vendor's policy of maintaining a drug-free workplace;
 - 2.3. Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - 2.4. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph #1 above;

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4. Notifying the employee in the statement required by paragraph #1 that, as a condition of employment under the Contract, the employee will:
 - 4.1. Abide by the terms of the statement; and
 - 4.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Notifying the using agency within ten (10) days after receiving notice under subparagraph #4-b, from an employee or otherwise receiving actual notice of the conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph #4-b with respect to any employee who is convicted:
 - 6.1. Taking appropriate personnel action against the employee up to and including termination; or
 - 6.2. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph #1, 2, 3, 4, 5, and 6 above.

FIRM NAME:

ADDRESS:

ATTEST: _____ SIGNED: _____

DATE: _____ TITLE: _____

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**ATTACHMENT #3
REFERENCES**

As per the BID/RFP Requirements, provide a list of at least three (3) customer references including company name, address, contact person, telephone number. (Note: only list those customers in which a similar type of equipment/product and scope of work/service was provided – preferably in South Carolina, North Carolina or Georgia).

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____

END