

**City of Myrtle Beach  
Request for Proposal**

**RFP 20-R0007  
Grounds and Landscape Maintenance**

**Issue Date: September 30, 2019**



*First in Service*

**Issued By:**

**Purchasing Division  
3231 Mr. Joe White Avenue  
Myrtle Beach, SC 29577  
Phone: 843-918-2170  
[www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)**

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



REQUEST FOR PROPOSAL	
RFP # 20-R0007 Grounds and Landscape Maintenance	
Buyer Contact:	Ruth Burleson 843-918-2173 <a href="mailto:rburleson@cityofmyrtlebeach.com">rburleson@cityofmyrtlebeach.com</a>
<b>Mandatory Pre-Proposal Conference:</b> On-time attendance/sign-in is required for proposal consideration.	<b>2:00 October 9, 2019</b> 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577
<b>Opening Date &amp; Time:</b>	<b>2:00 October 17, 2019</b>
Proposal Delivery Location:	3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

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

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

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

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

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

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

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

**Offeror to complete this section:**

Name of Offeror: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Please note:** Signature is required on page 21.

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

**1.0 SUMMARY**

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  - 2.02 Written Explanations
  - 2.03 Disputes with Written Explanations
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  - 3.02 Responsive Proposals
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- 6.0 Tax Information
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- 7.05 Sample Ownership
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1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. RFP – Request for Proposal
- C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.
- D. Proposal – the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.
- E. Addendum – a written change, addition, alteration, correction, or revision to a proposal document.
- F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, and will provide the appropriate performance and payment bonds.
- G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the offeror will not withdraw from the proposal, must be submitted with proposal package if over \$25,000.00
- H. Performance Bond – guarantees execution of the terms of a contract, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.

2.0 **AUTHORITY:**

- 2.01 **Equal Weight and Force.** The instructions herein contained are given for the purpose of

guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.

- 2.02 Written Explanations.** Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Offeror.
- 2.03 Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.
- 2.04 Written Addenda.** Should the procurement manager deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

### **3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:**

- 3.01 Availability of Documents.** Proposal documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.
- 3.02 Responsive Proposals.** The City of Myrtle Beach will review proposals on a pass/fail basis to determine whether the proposal is “responsive” to this RFP. A responsive proposal will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a proposal is responsive.



- 3.03 Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out in blue ink and signed by the Offeror. No proposal shall be accepted unless submitted on the forms furnished herein. The format of the proposal documents shall not be altered in any way. Written errors made on the proposal documents prior to submission must be corrected by marking through the entry in blue ink and making the correct entry adjacent to the written error and initialed by the Offeror in blue ink.
- 3.05 Contents of Proposal Packet.** The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. Alternative proposals shall not be considered. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), for proposed pricing.
- 3.07 Proposal Submission.** Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and proposal number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. It is the Offeror's responsibility to ensure that the proposal is delivered by the official opening date and time. Proposals submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Offeror. Late proposals shall not be opened and will be returned to the Offeror unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.
- 3.08 Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.

**3.09 Document and Content Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City and in the public domain. However, as per the South Carolina State Procurement Code, Section 11-35-410, commercial/financial/price information and design concepts, methods, procedures, and recommendations can be held privileged and confidential, provided that the Offeror clearly marks that information as such. This includes biographical data on key employees. It will be the Offeror's responsibility to label information as proprietary. Failure to clearly identify information as privileged, confidential, and/or proprietary may be cause for public disclosure. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

#### **4.0 FULL EXAMINATION:**

**4.01 Thorough Investigation.** Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Offeror from any obligation in respect to the proposal.

**4.02 Pre-Proposal Meetings.** When Offerors are required to make site visits or attend mandatory pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City. Offeror must be physically present at the sign-in location with the Buyer at the start of the scheduled meeting time. The official start of each pre-proposal meeting will be determined by the Buyer with an announcement of the time and the final closing for Offerors to sign-in. Any Offeror arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-proposal meeting, and any proposals received shall be considered non-responsive.

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

#### **5.0 PRICING:**

**5.01 Unit Pricing.** Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration shall still be given to all



Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contains non-firm prices.

- 5.02 Cash Discounts.** Cash discounts, if allowed, should be so stated on the proposal form. Prices must, however, be based upon payment thirty (30) calendar days after delivery.
- 5.03 Changes in Cost.** If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.
- 5.04 Price Evaluation.** The City of Myrtle Beach shall evaluate the Offeror's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other offers submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the estimated proposed price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the Offeror's proposal. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the City. The City may determine that a proposal is unacceptable if the proposed price is materially unbalanced between line items.

## **6.0 TAX INFORMATION:**

- 6.01 Sales Tax/Federal Tax.** The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All applicable taxes should be shown as separate line items unless otherwise indicated.
- 6.02 Payment of Taxes.** The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.



## 7.0 MATERIAL ASSESSMENT:

- 7.01 **Product Documentation.** Proposal shall include adequate brochures, latest printed specification and advertising literature describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.
- 7.02 **Safety Data Sheet (SDS).** If so requested in the proposed documents, a completed SDS for the item(s) indicated must be provided with the proposal documents. Failure to submit this form upon request may result in rejection of proposal.
- 7.03 **Evidence of Work/Product.** All Offerors must be prepared to present suitable evidence of similar work recently completed or goods supplied. Products are to be brand name or equal unless otherwise specified. If submitting an equal product, supporting documents must be provided with proposal.
- 7.04 **Sample Submission.** When samples are required with a proposal, they must be submitted with the proposal unless approved by the purchasing manager or purchasing manager's authorized representative.
- 7.05 **Sample Ownership.** Samples submitted shall become the property of the City of Myrtle Beach. The entire cost of the sample(s) shall be paid for by the Offeror unless previous written arrangements are made with the City.
- 7.06 **Furnished Items.** Offerors are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.
- 7.07 **Quality of Items.** Offerors shall submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing. Unless otherwise specified, the Offeror shall unconditionally guarantee the items and workmanship being proposed. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the Offeror, upon notification and at the expense of the Offeror, shall replace the items to the complete satisfaction of the City. Upon the Offeror's failure to replace items, the City may return the rejected items to the Offeror at the Offeror's risk and expense, or the City may dispose of them as its own property.

## 8.0 CHANGES IN SPECIFICATIONS:

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

- 8.02 Equipment.** If this proposal is for the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.
- 8.03 Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror strictly accountable to the specifications as written herein.
- 8.04 Material Preference.** The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Please list your exceptions and explanations separately. It is not our intent to write specifications for any project on which only one proponent can submit a proposal.
- 8.05 Changes after Award.** Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Offeror.
- 8.06 Equivalent Items.** For items identified in this proposal as "brand name or equal," the Offeror's proposal must indicate each product that is being offered as an "equal" product by providing the following information:
- A. A description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the proposal
  - B. A clear identification of the item by brand name and make/model number (if any)
  - C. Descriptive literature such as illustrations, drawings, photographs, or a clear reference to previously furnished descriptive data or information that is readily available to the purchasing buyer
  - D. A clear description of any modifications the Offeror plans to make in a product so that it conforms to the proposal requirements

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



of how the “equal” product meets the salient characteristics specified in the proposal.

## 9.0 MODIFICATIONS:

- 9.01 **Additional Work.** The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.
- 9.02 **Adjustments to Items/Work.** The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.
- 9.03 **Quantity Limits.** At the time of award, if required, the City reserves the right to set a maximum dollar limit that may be expended on the project or requirement. Contract quantities of any and/or all items may be increased, decreased, or eliminated to adjust the contract amount to coincide with the amount of service-related work or supply items to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, decrease, or eliminate the contract quantities in any amount.

## 10.0 BOND REQUIREMENTS:

- 10.01 **Bid Bonds.** If required, Offeror shall supply a bid bond of 5% of the total proposal amount to be submitted with the proposal package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.
- 10.02 **Performance/Payment Bonds.** The successful Offeror at its own cost and expense shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach.) The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.



**11.0 DELIVERY:**

- 11.01 Warehouse Deliveries.** Unless otherwise stated in the special instructions section of this proposal request, deliveries will be accepted during the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding City holidays.
- 11.02 Dates.** The delivery date as stated in the proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a proposal request, the Offeror shall, unless otherwise stated by the City, show delivery date for each item separately. If only a single delivery date is shown, it shall be assumed to mean that all items included in the proposal can and will be delivered on or before the specified date. The Offeror certifies that the delivery shall be completed in the time the Offeror states, starting at the time the order is placed, provided that the time between the proposal opening and the placing of the order does not exceed the number of days stipulated in the proposal. The right is reserved to reject any proposal on which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended. Successful Offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- 11.03 Delivery Price.** Proposal prices are to be Delivered Price (FOB Destination). Proposal prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).
- 11.04 Documentation.** Invoice(s), certificates of origin, warranties and guarantees must be submitted at the time of delivery of the item(s).
- 11.05 Wrong Deliveries.** In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the purchasing division, the contractor, upon notification, shall immediately remove from the premises any such materials, supplies, etc. and replace them with materials, supplies, etc. in full accordance with the specifications.

**12.0 AWARD CRITERIA/TIMELINE:**

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

- C. Delivery and/or completion time
  - D. Guarantees and warranties
  - E. Company's reputation and financial status
  - F. Past experience and cost with similar or like equipment or service
  - G. Anticipated future cost and experience
  - H. Performance of proponent's equipment by other agencies, plants, and firms
- Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

- 12.02 Contract Issuance.** The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.
- 12.03 Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) City business day following such notification, or as otherwise specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through ninety (90) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Purchasing Office.
- 12.04 Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.
- 12.05 Notification.** Proposal tabulations will be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Offeror shall be notified five (5) City business days after proposal tabulations are posted.
- 12.06 City Business License.** The successful Offeror must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not required to submit a proposal; however, any offeror that receives an award under this proposal shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.



### 13.0 OFFEROR RESPONSIBILITIES:

- 13.01 Duration of Proposal.** Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.
- 13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.
- 13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.
- 13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Offeror shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.
- 13.05 Coordination and Contact.** The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors



who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

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

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

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

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

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

#### **15.0 FEDERAL AND STATE LAWS:**

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

month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

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

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

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

## **16.0 FINANCIAL ACCOUNTING:**

**16.01 Representation.** The selected Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. Records shall be kept in accordance with sound, generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the City.

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



## 17.0 PROPOSAL REJECTION/WITHDRAWAL:

- 17.01 Reasons for Rejection.** The City of Myrtle Beach may reject a proposal if:
- A. The Offeror misstates or conceals any material fact in the proposal; or if,
  - B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
  - C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.
- 17.02 Best Interest of City of Myrtle Beach.** The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.
- 17.03 Determination of Responsibility.** The City may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the City any requested information and data for this purpose at the Offeror’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Offeror if the evidence fails to satisfy the City that such Offeror is properly qualified to carry out the terms of this proposal.
- 17.04 Disqualification.** Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.
- 17.05 Withdrawal Timeline.** Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

## 18.0 DISPUTES AND PROTESTS:

- 18.01 Informal Dispute Resolution.** An Offeror who has a concern with a decision made by the

Purchasing Agent or designee, shall first inform the Purchasing Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City's website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the proposal document specified a shorter time period. The Purchasing Agent or designee shall discuss the issue(s) with the Offeror in an attempt to resolve the dispute.

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

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

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

- A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Purchasing Agent or designee. An e-mail is not acceptable as a written protest.
- B. The protest must be signed by an authorized agent or representative of the Interested Party.
- C. An administrative fee shall be submitted with the written protest and shall be made in the form of a certified check or money order made payable to the City of Myrtle Beach. The administrative fee will be calculated as five percent (5%) of the protestor's proposal amount. In a case where the protestor did not submit a proposal, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible proposal received by the City. The Administrative fee shall be returned if the protest is upheld; otherwise the fee is non-refundable.
- D. Within five (5) calendar days of discussing the dispute with the Purchasing Agent or designee, the written protest and administrative fee must be received by the Purchasing Agent or designee. A protest received after the five (5) calendar days, or without the appropriate administrative fee, will not be considered.
- E. The written protest shall include:
  1. The name and address to which certified mail is received on behalf of the protestor.
  2. An appropriate identification of the solicitation, and if a contract has been awarded, the contract number.



3. A complete statement of the reasons for the protest, including exhibits, documents, or other evidence in support of the reasons for the protest.
  4. A request for a remedy sought by the protestor.
- F. Upon receipt of the protest, the Purchasing Agent or designee shall promptly deliver a copy of the protest to the City Attorney, and notify the Director of Financial Services and any/all other representatives of City departments associated with the solicitation.

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

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

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

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

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

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

**18.07 Formal Protest Decision Timeline and Notification.** A decision on a protest shall be made by the Purchasing Agent or designee as expeditiously as possible, but no later than

ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Purchasing Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

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

## **19.0 CITY RESERVED RIGHTS:**

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

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

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

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

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

**19.05 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage



of any items during the RFP process.

- 19.06 Performance Failure.** In the event that the Offeror fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the purchasing manager.
- 19.07 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.
- 19.08 Termination for Default.** The performance of work under this proposal may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.
- 19.09 Negotiation.** Prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The negotiation period shall be no more than five (5) City business days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the City shall reject any or all proposals.

## **20.0 ADA COMPLIANCE:**

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

**21.0 SIGNATURES:**

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

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

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

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Signature of Offeror

Date of Signing

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Print Name of Offeror

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



## **SPECIFICATIONS**

### **INTENT**

It is the intent of this proposal to establish a term contract for Grounds and Landscape Maintenance to be performed on a year round basis at Fire Stations 1, 2, 5 and 6 within the City of Myrtle Beach.

The successful Contractor shall accept responsibility for the specified area in "as is" condition and must bring the area up to standard, as approved by the City, and then continually maintain the areas according to the specifications.

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

The successful Contractor shall be experienced in grounds and landscape maintenance, minimum of one (1) year in an established business, and shall have past experience with projects similar in scope, size and horticultural standards to that listed in the specifications contained herein. The Contractor shall have an education in agronomy and ornamental horticulture.

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

### **SCOPE OF WORK**

The City of Myrtle Beach desires that the grounds and landscaped areas be maintained in a well-groomed manner year round. The contract shall require weekly mowing, edging, weeding and blowing of driveways and porches, fertilizing as needed, and maintenance of one plant bed as required.

Contractor shall meet the American National Standards Institute (ANSI A300) guidelines for pruning and fertilization practices. (attached)

All work shall be performed weekdays, Monday – Friday during normal working hours 7am – 6pm.

All persons employed by the Contractor shall be "in uniform" when performing work for the City. Uniforms shall consist of clothing that provides easy recognition of the company performing the work and enables quick recognition that the individuals are there to perform grounds and landscape maintenance. Shirts and closed-toed shoes must be worn at all times while on City premises.

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

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

## **MEETING**

A MANDATORY Pre-Proposal meeting will be required to obtain full knowledge of the scope of work. A Pre-Commencement meeting between the successful Contractor and the City shall be required to ensure the Contractor fully understands all aspects of the work entailed.

## **WORK REQUIREMENTS**

### **I. Mowing, Trimming and Edging**

1. All turf areas shall be mowed weekly:
  - a. Centipede grass shall be mowed at a height of 1 ½ - 2 inches. Bermuda grass shall be mowed at a height of 1 inch. Winter over-seeding shall be mowed at a height of 1 ½ - 2 inches.
  - b. All areas with grass that cannot be mowed, such as plant beds, shall be trimmed with a string trimmer as needed to maintain the area to specification.
  - c. All areas shall be separated by a defining edge by a vertical blade edger. This is to include any plant and shrub beds, trees, walkways, sidewalks, curbing and any other paved surface. This shall be done a minimum of two (2) times per year, but shall be done any other time as deemed necessary.
  - d. Trash, litter, debris and other foreign objects must be removed from all areas prior to mowing. Mowing over trash, litter, debris and other foreign objects will be considered unacceptable.
2. The landscape maintenance shall follow the American National Standard (ANSI 300) for Pruning and Fertilization of landscaping. All areas are to be pruned and fertilized as needed.

### **II. Pesticides**

Pesticide applications to control and deter weeds, diseases and harmful insects are included in the contract for all turf areas, plant beds, shrubs, shrub beds, trees and other specified areas.

It shall be the responsibility of the Contractor to ensure that all pesticides used are appropriately labeled for the applicable species of grass, plant material, shrubs, trees and/or targeted pests and, unless specified otherwise, are applied seasonally at the appropriated times and at the manufacture's recommended rate.



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

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

**Prior to performing any broad application of pesticide the Contractor must notify Ian Maxwell at 843-918-1104.**

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

### **1. Weed Control**

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

- a. Pre-emergent Herbicides – An appropriately timed spring application of pre-emergent herbicide shall be applied to plant and shrub beds. All turf shall receive a spring application of pre-emergent herbicide incorporated onto a fertilizer product. All pre-emergent products to be used must be approved in advance by the City.
- b. Post-emergent Herbicides – Post-emergent weed control shall be ongoing for all turf areas, plant beds and shrub beds. To maintain the health and appearance of the turf and plant material/shrubs, post-emergent herbicides shall be applied to emerged weeds on a biweekly basis as needed. Both broadleaf and grassy weed herbicides shall be applied as necessary.
- c. Manual or Mechanical Removal – Emerged weeds shall be removed biweekly as needed by handpicking or mechanical means.
- d. Mulching – Suppression of weeds shall be assisted through required mulching practice as listed elsewhere in these specifications.
- e. Weed control shall be ongoing for sidewalks, curbing, parking areas and other paved surfaces. At minimum, nonselective, water based herbicide shall be applied on a monthly basis to weeds on sidewalks, curbing, parking areas and other paved surfaces to maintain a week-free environment.

### **2. Insect and Disease Control**

Insect and disease control for turf areas, plant material, shrubs and trees shall consist primarily of a reactive nature with two exceptions:

- a. Given the reoccurring and damaging nature of mole crickets and fire ants, as a preventative, turf areas shall receive one (1) annual application of Topchoice to be applied in May of each year at a rate of eighty-seven (87) pounds per acre or two (2) pounds per 1000 square feet; or two (2) applications annually of Award to be applied at the appropriate times during the season and at the manufacturer's recommended rate.
- b. Any observed fire ant mounds shall be treated immediately upon discovery.

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

### **III. Landscape Plants**

Supplying and planting of landscape plants twice per year shall be included in this contract. Annual and perennial flowers shall be planted in April and October.

The Contractor shall be responsible for selecting appropriate plant material, supplying the plant material and providing the labor to plant the material all at no additional cost to the City.

In Conjunction with the planting of the annuals and perennials, the Contractor will be required to amend the soil by spreading approximately two (2) inches of compost throughout the planting area, and shall till up the area.

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

### **IV. Soil Tests/Fertilization**

All plant material and trees shall be fertilized twice per year at the appropriate time for the species being maintained. Turf and shrubs shall be fertilized as specified below. It shall be the responsibility of the Contractor to ensure that all fertilizers used are appropriately labeled for the application, and are of the proper type and analysis for the species being maintained and are applied at the manufacturer's recommended rate.

1. Soil tests shall be conducted at the onset of this contract to acquaint the Contractor with existing conditions and shall be performed annually in February thereafter. A minimum of one (1) soil sample for grass and one (1) soil sample for shrubs shall be taken from each area and shall be appropriately labeled. The samples shall then be submitted to an approved testing site for analysis and a copy of the analysis report shall be provided to the City.



2. Fertilizer applications shall be made based on the results of the soil tests and all fertilizer selections and application methods shall be approved in advance by the City.
3. Turf areas shall be fertilized in accordance with the results of the soil tests. At a minimum, Bermuda grass shall receive a total of three (3) pounds of nitrogen (50% slow release) per 1000 square feet per year to be applied during the months of April, June and August at a rate of one (1) pound per 1000 square feet. Centipede grass shall receive one and one half (1 ½ ) pounds of nitrogen (50% slow release) per 1000 square feet per year to be applied during the months of April and August at a rate of three-fourth (3/4) pound of nitrogen per 1000 square feet.
4. Fertilization shall include the application of iron and micronutrients as needed based on soil analysis results.
5. Fertilization shall include the application of starter fertilizer in conjunction with the over seeding of rye grass in the winter.
6. Based on the soil tests, as needed, shrub beds shall receive two (2) applications of a balanced, slow release fertilizer with micronutrients per year. For general purposes, shrub beds shall be fertilized at a rate of two (2) pounds of nitrogen per 1000 square feet per year to be applied during the months of April and September at a rate of one (1) pound of nitrogen per 1000 square feet.
7. Soil PH amendments **are not** included in this contract. If needed, soil amendments shall be completed by the Contractor, at additional cost to the City, upon approval by the City.

**Prior to performing any broad application of fertilizer, the Contractor must notify Ian Maxwell 843-918-1104.**

**V. Overseeding**

The Contractor shall over-seed with annual rye grass between October 1<sup>st</sup> and October 31<sup>st</sup> each fall.

The minimum rate shall be ten (10) pounds of rye grass seed per 1000 square feet.

**VI. Mulching, Pruning and Removal/Replacement of shrubs and Trees**

1. Plant and Shrub beds shall receive a two (2) inch application of shredded hardwood mulch twice yearly during the months of March and October. Mulch shall be replenished when needed on a continuing basis.
2. Pruning of shrubs and trees shall be performed throughout the year to preserve the natural or desired growth characteristics appropriate for each species and relative to the species location, but shall not be less than twice per year. The timing of this work shall be scheduled in a seasonal manner appropriate for the species being maintained. Any palm trees shall receive special attention during seed head production with seed heads being removed immediately. Pruning shall follow the American Standard (ANSI A300) for Pruning and Fertilization standards.
3. Dead and broken limbs shall be removed as discovered.

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

**VII. Irrigation**

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

**VIII. Clean up, Litter Control and Waste Disposal**

1. All turf areas shall be maintained in a neat and well-groomed manner by removing all yard waste including leaves, accumulated grass clippings, broken branches and limbs in conjunction with the mowing schedule. All trash, litter, debris and other foreign objects must be removed on a biweekly basis.
2. All plant and shrub beds shall be maintained in a neat and well-groomed manner. Leaves, trash, litter, debris and other foreign objects shall be removed on a biweekly basis by raking or handpicking when necessary.
3. Any walkways, sidewalks, curbing and other paved surfaces shall be swept or blown clean immediately following each mowing, trimming, edging or other maintenance operation. All trash, litter, debris and other foreign objects shall be removed on a biweekly basis.
4. The Contractor shall be responsible for the removal and proper disposal of all waste, including, but not limited to, yard waste, trash, litter and debris, immediately upon completion of each maintenance operation and shall be responsible for all costs/fees



associated with the disposal. Litter only may be disposed of in dumpsters located on the property.

**IX. Monthly Contractor Report**

The Contractor will be required to submit to the City a monthly contractor report and the monthly report must be submitted with the monthly invoice. The report has to be turned in before invoice will be submitted for payment or check issued. **No invoice shall be submitted prior to work being performed.**

Information listed below must be included in the monthly report:

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

**X. Invoicing and Compensation**

The annual contract price shall be divided into twelve (12) monthly payments and the City shall pay the Contractor on a monthly basis for services rendered, providing services meet criteria established in this proposal.

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

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

City of Myrtle Beach  
Attention: Jay Hood  
PO Box 2468  
Myrtle Beach, SC 29578

**XI. Evaluation Report**

The City shall monitor and inspect the Contractor's work and, quarterly, at a minimum, send a written report to the Contractor evaluating the Contractor's work.

### **SUBMISSION OF PROPOSAL**

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

### **REJECTION AND WAIVER**

The proposal shall in no way commit the City to award a contract for Grounds and Landscape Maintenance or to pay any costs incurred by the offeror, including, but not limited to, site visits, preparation and submittal of proposal documents or final contract negotiations.

The City, at its sole discretion, reserves the right to accept in whole or in part or reject any or all proposals received, negotiate administrative details or details of terms of the contract with any/all qualified offerors that submitted proposals or waive minor irregularities, technicalities or informalities in submitted proposals. The City also reserves the right to cancel in part or in its entirety this proposal if it is deemed to be in the best interest of the City to do so. Neither the City nor any person acting as an agent for the City will be obligated in any way by an offeror's response to this proposal.

### **CONTRACT AWARD**

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

- A. Education and qualifications of officers employed by your company for the type of work required in this proposal – 30%
- B. Past experience with similar or like services provided by the offeror, including ability to perform large scale landscape services if required – 30%
- C. Possession of required licenses – 15%
- D. Cost – 25%

### **TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year with an option to renew for four (4) additional one (1) year periods.

Award will be based solely on the original term of the contract and renewal of the contract may be considered upon successful completion of the initial contract term provided both parties agree, the terms and conditions remain the same and renewal is in the best interest of the City. Should the contract be renewed, the renewal shall be documented by purchase order.



## **CONTRACT PRICE**

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

## **PRICE INCREASE**

The contract price shall remain firm for the entire term of the contract. If needed, a price increase may be considered at the beginning of the contract renewal period, should the contract be renewed, however, the price increase may not exceed the percentage of price increase established as a result of this proposal.

## **CHANGE IN SERVICES**

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

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

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

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

### **1. City of Myrtle Beach Business License**

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

### **2. South Carolina Commercial Pesticide Applicator License**

The successful Contractor must have in its employ a licensed commercial pesticide applicator capable of performing all pesticide services required under this contract. The applicator must be licensed in the State of South Carolina and a copy of a valid and current licenser for the applicator must be included with the proposal submitted and must be kept valid and current during the entire term of the contract.

### **3. Additional Licenses, Registrations, Certifications and Permits**

The Contractor shall be responsible for securing and keeping current and valid, at all times during the term of this contract, any other applicable license and all applicable registrations, certifications and permits required to perform the specified work.

### **4. All Licenses, Registrations, Certifications, Permits and Applicable Fees and Taxes**

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

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

After award, if any applicable contractor license, registration, certification or permit is suspended or revoked, notice must be given to the City within one (1) working day.

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

### **TREE PROTECTION ORDINANCE**

Work, as applicable, under this contract shall be performed in compliance with City of Myrtle Beach Zoning Ordinance, Article 9, Section 903, Tree Protection and ANSI A300 Pruning Standard, current edition. The Contractor must have on file with the City of Myrtle Beach Business License Division a current "Affidavit for Tree Protection Ordinance" form or must submit a signed affidavit when applying for a business license stating that the Contractor has received and read City of Myrtle Beach Tree Protection Ordinance Section 903 and Solid Waste Disposal letter, dated October 16, 2009.

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

The Contractor shall comply with all other applicable federal, state, county, municipal and local statutes, regulations, standards, codes and ordinances at all times while performing the work required under this contract. The latest edition, or when applicable, editions as adopted by the local authority having jurisdiction shall apply.

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

### **MATERIAL DATA SHEETS (MDS)**

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

### **DRUG, ALCOHOL AND TOBACCO FREE WORKPLACE**

The Contractor shall maintain a drug, alcohol and tobacco free workplace throughout the entire term of the contract. Employees of the Contractor are prohibited from engaging in the unlawful manufacture,



distribution, dispensation, possession or use of any controlled substance, any use of alcohol or tobacco while on City property. This also includes any form of vape.

**SUPERVISION BY CONTRACTOR**

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

**PAYMENT OF FINES AND PENALTIES**

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

## QUALIFICATION OF OFFEROR

How long has your company been in business in South Carolina \_\_\_\_\_

Approximately how many hourly employees do you plan to employ on this contract \_\_\_\_\_

How many salaried supervisory employees do you plan to employ on this contract \_\_\_\_\_

Number of person employed by the Company \_\_\_\_\_

City of Myrtle Beach Business License Number \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

Please list education, certifications, etc. by officers in your company.

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Please attach a business card here:



## ADDITIONAL TERMS AND CONDITIONS

1. Include with your bid at least two (2) references of similar work performed by your company. Telephone number and person to contact must be included for proposal consideration.

a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Include with your bid any written warranties that apply.

3. **Insurance Requirements are attached. Work cannot begin until a valid Certificate is provided meeting all requirements. The Certificate of Insurance must be provided within ten (10) days after notification of intent to award.**

4. List any exceptions to specifications:

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

5. Proof of a current City Business License will be required prior to commencement of work. For information contact the Business License Office at (843) 918-1200.

## BID SCHEDULE

Line Item #	Description	Qty	Unit	Total Price
001	Yearly price for Landscape Maintenance per this proposal	1	JB	\$

Man hour price for any additional work requested by the City \$ \_\_\_\_\_

Amount of increase should the contract be renewed for additional terms % \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



**City of Myrtle Beach  
INSURANCE REQUIREMENTS**

**PUBLIC LIABILITY AND PROPERTY DAMAGE**

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

**AUTOMOBILE LIABILITY**

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

**WORKERS' COMPENSATION INSURANCE**

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

**EXCESS LIABILITY POLICY**

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

**POLICY ENDORSEMENTS**

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

**A. General Liability and Automobile Liability**

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

**B. Workers' Compensation**

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

## **INSURANCE REQUIREMENTS continued**

### **NOTIFICATION OF INSURANCE COMPANIES**

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

### **CERTIFICATES OF INSURANCE**

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

### **INSURER LICENSING AND RATING**

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

### **INSURANCE COVERAGE ADJUSTMENTS**

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

### **COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE**

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

### **HOLD HARMLESS**

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



**INSURANCE REQUIREMENTS continued**  
**SAMPLE**

CERTIFICATE OF INSURANCE				CERTIFICATE NUMBER		
<u>PRODUCER</u> Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
<u>INSURED</u> Bidding Firm's Name 1000 Any Street Anytown, USA 99999		COMPANIES AFFORDING COVERAGE COMPANY A    ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D				
COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability <input type="checkbox"/> Any Auto	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Auto Only-Ea Accident Other than auto only: Each Accident Aggregate Each Occurrence Aggregate	\$ 1,000,000 \$ \$ \$ \$ \$ \$ \$
A	Excess Liability Umbrella Form Other than Umbrella Form Workers Compensation (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl Other	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
<u>CERTIFICATE HOLDER</u> City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			<u>CANCELLATION</u> Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
<u>INSURANCE AGENT SIGNATURE</u>						

**PROPOSAL SIGNATURE DOCUMENT**  
**20-R0007**

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

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

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

Offeror-Company Name \_\_\_\_\_ Addenda Numbers Received \_\_\_\_\_

City Business License Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Fax Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Email \_\_\_\_\_

South Carolina Sales Tax Registration No.: \_\_\_\_\_

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

Federal Tax ID No. (FEIN): \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Total Proposal Price: \$ \_\_\_\_\_**

\_\_\_\_\_  
Remittance Address (If different from mailing address)

**(Price includes materials, labor,  
equipment, licenses, taxes and fees  
applicable)**

\_\_\_\_\_  
City, State, Zip





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

**First in Service**

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

Phone: \_\_\_\_\_

**LOCAL VENDOR PREFERENCE continued**

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

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

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

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



*for Tree Care Operations —  
Tree, Shrub, and Other Woody Plant  
Maintenance — Standard Practices  
(Fertilization)*

---



**ANSI® A300 (Part  
2)-2004 Revision  
of ANSI A300  
(Part 2)-1998**

**American National Standard  
for Tree Care Operations —**

**Tree, Shrub, and Other Woody Plant Maintenance —  
Standard Practices (*Fertilization*)**

Secretariat

**Tree Care Industry Association, Inc.**

Approved March 24, 2004

**American National Standards Institute, Inc.**

Headquarters:

1819 L Street, NW  
Sixth Floor  
Washington, DC 20036

New York Office:

25 West 43rd Street  
Fourth Floor  
New York, NY 10036



## American National Standard

Approval of an American National Standard requires review by ANSI that the requirements for due process, consensus, and other criteria for approval have been met by the standards developer.

Consensus is established when, in the judgement of the ANSI Board of Standards Review, substantial agreement has been reached by directly and materially affected interests. Substantial agreement means much more than a simple majority, but not necessarily unanimity: Consensus requires that all views and objections be considered, and that a concerted effort be made toward their resolution.

The use of American National Standards is completely voluntary; their existence does not in any respect preclude anyone, whether he or she has approved the standards or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not conforming to the standards.

The American National Standards Institute does not develop standards and will in no circumstances give an interpretation of any American National Standard. Moreover, no person shall have the right or authority to issue an interpretation of an American National Standard in the name of the American National Standards Institute. Requests for interpretations should be addressed to the secretariat or sponsor whose name appears on the title page of this standard.

**CAUTION NOTICE:** This American National Standard may be revised or withdrawn at any time. The procedures of the American National Standards Institute require that action be taken periodically to reaffirm, revise, or withdraw this standard. Purchasers of American National Standards may receive current information on all standards by calling or writing the American National Standards Institute.

Published by

**Tree Care Industry Association, Inc., 3 Perimeter Road Unit 1, Manchester, NH 03103**  
**Phone: (800) 733-2622 or (603) 314-5380 Fax: (603) 314-5386**  
**E-mail: [tcia@treecareindustry.org](mailto:tcia@treecareindustry.org) Web: [www.treecareindustry.org](http://www.treecareindustry.org)**

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**Foreword** (This foreword is not part of American National Standard A300 Part 2-2004.)

An industry-consensus standard must have the input of the industry that it is intended to affect. The ANSI-accredited Standards Committee (ASC) A300 was approved June 28, 1991. The committee includes representatives from the residential and commercial tree care industry, the utility, municipal, and federal sectors, the landscape and nursery industries, and other interested organizations. Representatives from varied geographic areas with broad knowledge and technical expertise contributed.

The A300 standards can be best placed in proper context if one reads the *Scope, Purpose, and Application*. This document presents performance standards for the care and maintenance of trees, shrubs, and other woody plants. It is intended as a guide in the drafting of maintenance specifications for federal, state, municipal, and private authorities including property owners, property managers, and utilities.

The A300 standards stipulate that specifications for tree work should be written and administered by a professional possessing the technical competence to provide for, or supervise, the management of woody landscape plants. Users of these standards must first interpret wording, then apply their knowledge of growth habits of certain plant species in a given environment. In this manner, the user ultimately develops his or her own specifications for plant maintenance.

ANSI A300 (Part 2) — *Fertilization*, should be used in conjunction with the rest of the A300 standards when writing specifications for tree care operations.

Suggestions for improvement of this standard should be forwarded to: A300 Secretary, do Tree Care Industry Association, 3 Perimeter Road - Unit 1, Manchester, NH 03103, USA or e-mail: [tcia@treecareindustry.org](mailto:tcia@treecareindustry.org).

This standard was processed and approved for submittal to ANSI by the ANSI-accredited Standards Committee on Tree, Shrub, and Other Woody Plant Maintenance Operations — *Standard Practices*, A300. Committee approval of the standard does not necessarily imply that all committee members voted for its approval. At the time it approved this standard, the ASC A300 had the following members:

Tim Johnson, Chair  
(Artistic Arborist, Inc.)  
Bob Rouse, Secretary  
(Tree Care Industry Association, Inc.)

<i>Organizations Represented</i>	<i>Name of Representative</i>
<i>American Nursery and Landscape Association</i> .....	<i>Craig J. Regelbrugge</i>
<i>American Society of Consulting Arborists</i> .....	<i>Tom Mugridge</i>
	<i>Donald Zimar (Alt.)</i>
<i>American Society of Landscape Architects</i> .....	<i>Ron Leighton</i>
<i>Asplundh Tree Expert Company</i> .....	<i>Geoff Kempter</i>
	<i>Peter Fengler (Alt.)</i>
<i>Associated Landscape Contractors of America</i> .....	<i>Preston Leyshon</i>
	<i>Debra Holder (Alt.)</i>
<i>Bartlett Tree Expert Company</i> .....	<i>Peter Becker</i>
	<i>Dr. Thomas Smiley (Alt.)</i>

Davey Tree Expert Company .....	Joseph Tommasi Dick Jones (Alt.)
International Society of Arboriculture .....	Ed Brennan John Ball (Alt.)
National Park Service .....	Robert DeFeo Dr. James Sherald (Alt.)
Professional Grounds Management Society .....	Jennifer Gulick
Society of Municipal Arborists .....	Andrew Hillman Mike Dirksen (Alt.)
Tree Care Industry Association .....	James McGuire
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***Additional organizations and individuals:***

American Forests (Observer)  
 Beth Palys (Observer)  
 Fred Deneke (Observer)  
 Peter Gerstenberger (Observer)  
 Professor Charles Moore (NFPA-780 Liaison)  
 Richard Rathjens (Observer)  
 Sharon Lilly (Observer)



## American National Standard for Tree Care Operations —

# Tree, Shrub, and Other Woody Plant Maintenance — Standard Practices (Fertilization)

Clause 1 excerpted from ANSI A300 (Part 1) — 2001 Pruning

## 1 ANSI A300 standards

### 1.1 Scope

ANSI A300 standards present performance standards for the care and maintenance of trees, shrubs, and other woody plants.

### 1.2 Purpose

ANSI A300 standards are intended as guides for federal, state, municipal, and private authorities including property owners, property managers, and utilities in the drafting of their maintenance specifications.

### 1.3 Application

ANSI A300 standards shall apply to any person or entity engaged in the business, trade, or performance of repairing, maintaining, or preserving trees, shrubs, or other woody plants.

### 1.4 Implementation

Specifications for tree maintenance should be written and administered by an arborist.

## 10 Part 2 — Fertilization standards

### 10.1 Purpose

The purpose of this clause is to provide standards for developing specifications for fertilization.

### 10.2 Reason for fertilization

The reason for fertilization is to supply nutrients determined to be deficient to achieve a clearly defined plant management objective. That objective should be accomplished in the manner most beneficial to the plant and the environment.

Fertilization practices for agricultural and horticultural production or silvicultural purposes are exempt from this standard.

### 10.3 Safety

**10.3.1** Tree maintenance shall be performed only by arborists or arborist trainees who, through related training or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations.

**10.3.2** This standard shall not take precedence over arboricultural safe work practices.

**10.3.3** Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI 2133.1, as well as state and local regulations.

## 11 Normative references

The following standards contain provisions that through reference in this text, constitute provisions of this American National Standard. At the time of publication, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this American National Standard are encouraged to investigate the possibility of applying the most recent edition of the standards indicated below.

ANSI Z60.1, Nursery stock

ANSI Z133.1, *for Arboricultural Operations — Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush — Safety Requirements*

29 CFR 1910, General industry<sup>1)</sup>

29 CFR 1910.268, Telecommunications<sup>1)</sup>

29 CFR 1910.269, Electric power generation, transmission, and distribution<sup>1)</sup>

29 CFR 1910.33-335, Electrical safety-related work practices<sup>1)</sup>

<sup>1)</sup>Available from U.S. Department of Labor, 200 Constitution Avenue, NW Washington, DC 20210.

## 12 Definitions

**12.1 arborist:** An individual engaged in the profession of arboriculture who, through experience, education and related training, possesses the competence to provide for, or supervise the management of, trees and other woody ornamentals.

**12.2 arborist trainee:** An individual undergoing on-the-job training to obtain the experience and the competence required to provide for, or supervise the management of, trees and woody ornamentals. Such trainees shall be under the direct supervision of an arborist.

**12.3 drip line:** A boundary on the soil surface delineated by the branch spread of a single plant or group of plants.

**12.4 fertilization:** The application of fertilizer to the soil or plan.

**12.5 fertilizer:** A substance containing one or more nutrients to be added to a plant or surrounding soil to supplement the supply of essential elements.

**12.6 fertilizer analysis:** The composition of a fertilizer expressed as a percentage by weight of total nitrogen (N), available phosphoric acid ( $P_2O_5$ ), soluble potash ( $K_2O$ ), and other nutrients.

**12.7 fertilizer ratio:** The ratio of total nitrogen (N), available phosphoric acid ( $P_2O_5$ ), and soluble potash ( $K_2O$ ); e.g., the ratio of a 30-10-10 fertilizer is 3:1:1.

**12.8 implant:** A capsule or other device permanently inserted into the xylem.

**12.9 nutrient:** Element or compound required for growth, reproduction or development of a plant.

**12.9.1 macronutrient:** Nutrient required in relatively large amounts by plants, such as nitrogen (N), phosphorus (P), potassium (K), and sulfur (S).

**12.9.2 secondary nutrient:** Nutrient required in moderate amounts by plants, such as calcium (Ca) and magnesium (Mg).

**12.9.3 micronutrient:** Nutrient required in relatively small amounts by plants, such as iron (Fe), manganese (Mn), zinc (Zn), copper (Cu), and boron (B).

**12.10 quick-release fertilizer:** A fertilizer that is immediately available to the plant.

**12.11 salt index:** A measure of the salt concentration that fertilizer produces in the soil solution. The higher the salt index, the more likely that plant damage will occur.

**12.12 shall:** As used in this standard, denotes a mandatory requirement.

**12.13 should:** As used in this standard, denotes an advisory recommendation.

**12.14 slow-release fertilizer:** A fertilizer containing plant nutrients in a form that delays availability for plant uptake and use after application, or that extends availability to the plant.

**12.15 soil modification:** Physically or chemically altering soils to improve conditions such as pH, drainage, aeration.

**12.16 subsurface application:** The application of dry or liquid fertilizer below the soil surface.

**12.17 surface application:** The application of dry or liquid fertilizer to the soil surface, mulch or ground cover.

**12.18 trunk injection:** The process of injecting a liquid into the plant.

**12.19 water-insoluble nitrogen (WIN):** Nitrogen not readily soluble in cold water.

## 13 Fertilization practices

**13.1** Fertilizer safety precautions shall be followed for all products.

**13.2** Fertilization objectives shall be established prior to beginning any fertilizing operation.

**13.3** To achieve the defined objective, site factors shall be considered, including proximity to waterways, past fertilization practices, slope, and irrigation.

**13.4** The types and rate of fertilizer — as well as timing, method, and location of application — shall be specified to achieve a clearly defined plant management objective.



**13.5** Soil and/or foliar nutrient analysis should be used to determine the need for fertilizer.

**13.6** Soil pH shall be considered when selecting the fertilizer.

**13.7** New transplants and plants sensitive to fertilizer salt should only be fertilized with a slow-release fertilizer.

**13.8** Plant conditions such as disease, insect infestations and herbicide damage shall be considered.

**13.9** Soil modification to improve nutrient uptake shall be considered prior to fertilization.

## **14 Fertilizer applications**

### **14.1 When to fertilize**

Applications should be timed to meet management objectives.

### **14.2 Types and rates of fertilizer**

**14.2.1** In the absence of soil and/or foliar nutrient analysis, fertilizers with higher ratios of P<sub>2</sub>O<sub>5</sub> and K<sub>2</sub>O should be avoided.

**14.2.2** Fertilizer ratio should be adjusted based on local knowledge, site conditions, species, age, and/or condition of the plant.

**14.2.3** Slow-release fertilizers with a minimum 50 percent WIN should be preferred due to site considerations and plant sensitivity.

**14.2.3.1** Slow-release fertilizers should be applied at rates between 2 and 4 pounds of actual nitrogen per 1000 ft<sup>2</sup> (1 to 2 kg N/100 m<sup>2</sup>) and should not exceed 6 pounds of actual nitrogen per 1000 ft<sup>2</sup> (2.9 kg N/100 m<sup>2</sup>) within 12 months.

**14.2.3.2** The amount of WIN shall be considered.

**14.2.4** Quick-release fertilizers should be applied at rates between 1 and 2 pounds of actual nitrogen per 1000 ft<sup>2</sup> (0.5 to 1 kg N/100 m<sup>2</sup>) per application and shall not exceed 4 pounds actual nitrogen per 1000 ft<sup>2</sup> (2 kg N/100 m<sup>2</sup>) every 12 months.

**14.2.5** Fertilizers with a salt index of less than 50 should be preferred.

### **14.3 Fertilization area**

**14.3.1** The fertilization area shall be defined prior to application. Consideration shall be given to root accessibility, root location, fertilization objectives, plant species, and site considerations.

**14.3.2** For most trees and shrubs, the fertilization area should be from near the trunk to near or just beyond the drip line. Inaccessible surfaces shall not be included in the rate calculation.

**14.3.3** For fastigate trees and unusual situations, the method for determining the fertilization radius is by multiplying the plant's diameter at 4 1/2 feet (1.4 m) above ground, measured in inches (cm), by 1 to 1 1/2 (0.12 to 0.18) to determine the radius, expressed in feet (m), from the trunk of the plant.

For example, a 15-inch (38.1 cm) **DBH** tree would have a fertilization area radius of 15 to 23 feet (4.6 to 6.9 m).

### **14.4 Surface application**

**14.4.1** Fertilizer shall be uniformly distributed within the defined fertilization area.

**14.4.2** Where turf or ground covers exist, subsurface fertilization should be the preferred method of fertilization.

**14.4.3** Surface application shall not be made where surface runoff is likely to occur.

### **14.5 Sub-surface dry fertilization**

**14.5.1** Damage to the buttress roots should be avoided.

**14.5.2** Holes shall be evenly spaced within the defined fertilization area.

**14.5.3** Hole depth, diameter, and spacing shall be specified. Holes should be 2 to 4 inches (5 to 10 cm) in diameter, spaced 12 to 36 inches (30 to 91 cm) apart, and 4 to 8 (10 to 20 cm) inches deep.

**14.5.4** The fertilizer shall be evenly distributed among the holes.

**14.5.5** Fertilizer should not be closer than 2 inches (5 cm) to the soil surface.

**14.6 Sub-surface liquid fertilizer injection**

**14.6.1** Damage to the buttress roots should be avoided.

**14.6.2** Injection sites shall be evenly spaced within the fertilization area.

**14.6.3** Injection site spacing and depth shall be specified. Injection sites should be 12 to 36 inches (30 to 91 cm) apart, and 4 to 8 inches (10 to 20 cm) deep, not to exceed 12 inches (30 cm) deep.

**14.6.4** Fertilizer shall be evenly distributed among the injection sites.

**14.7 Alternative fertilization techniques**

**14.7.1** All products shall be used in accordance with manufacturers' recommendations.

**14.7.2** Foliar applications, trunk injections, or implants shall only be used when soil application of fertilizer is impractical or ineffective in achieving fertilization objectives. Fertilizer specified shall be formulated for the application method.

**14.7.3** When applying foliar fertilizer, the fertilizer solution should be sprayed to thoroughly cover the foliage at the proper stage of growth to achieve fertilization objectives.

**14.7.4 Injections and implants**

**14.7.4.1** Timing of injection/implant application should be at the proper growth stage to achieve fertilization objectives.

**14.7.4.2** Products should be applied in the root flare or as low as practical in the trunk.

**14.7.4.3** Holes shall be made as small and shallow as practical.

**14.7.4.4** Application intervals should be timed to optimize results with minimal negative impact.

**14.7.4.5** Small diameter trees and drought-stressed trees should not be treated with injections or implants.

**14.7.4.6** If a drill is used to create injection/implant sites, then sharp bits shall be used.



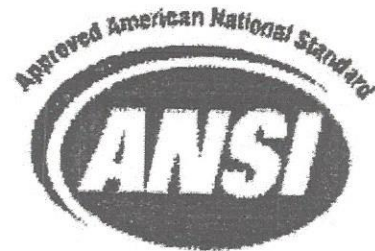
**Annex A**  
(informative)

**Reference publications**

International Society of Arboriculture. *Best Management Practices — Fertilization*, 2002.

**American National Standard**

*for Tree Care Operations —  
Tree, Shrub, and Other Woody Plant  
Maintenance —  
Standard Practices (Pruning)*





ANSI®  
A300 (Part 1)-2001  
Revision of  
ANSI A300-1996

American National Standard  
for Tree Care Operations —

**Tree, Shrub, and Other Woody Plant Maintenance —  
Standard Practices (*Pruning*)**

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Approved May 22, 2001

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**Forward**

(This foreword is not part of American National Standard A300 Part 1-2001.)

An industry-consensus standard must have the input of the industry that it is intended to affect. The Accredited Standards Committee, A300 was approved June 28, 1991. The committee includes representatives from the residential and commercial tree care industry, the utility, municipal, and federal sector; the landscape and nursery industries, and other interested organizations. Representatives from varied geographic areas with broad knowledge and technical expertise contributed.

The A300 standard can be best placed in proper context if one reads its *Scope, Purpose, and Application*. This document presents performance standards for the care and maintenance of trees, shrubs, and other woody plants. It is intended as a guide in the drafting of maintenance specifications for federal, state municipal, and private authorities including property owners, property managers, and utilities.

The A300 standard stipulates that specifications for tree work should be written and administered by a professional possessing the technical competence to provide for, or supervise, the management of woody landscape plants. Users of this standard must first interpret its wording, then apply their knowledge of growth habits of certain plant species in a given environment. In this manner, the user ultimately develops their own specifications for plant maintenance.

ANSI A300 Part 1 — *Pruning*, should be used in conjunction with the rest of the A300 standard when writing specifications for tree care operations.

Suggestions for improvement of this standard should be forwarded to: NAA300 Secretary, c/o National Arborist Association, 3 Perimeter Rd. - Unit 1, Manchester, NH 03103, USA or [Email: naa@natlarb.com](mailto:naa@natlarb.com).

This standard was processed and approved for submittal to ANSI by Accredited Standards Committee on Tree, Shrub, and Other Woody Plant Maintenance Operations — *Standard Practices*, A300. Committee approval of the standard does not necessarily imply that all committee members voted for its approval. At the time it approved this standard, the A300 committee had the following members:

- Tim Johnson, Chair (Artistic Arborist, Inc.)
- Bob Rouse, Secretary (National Arborist Association, Inc.)

<i>Organizations Represented</i> .....	<i>Name of Representative</i>
American Forests .....	Staff (Observer)
American Nursery and Landscape Association .....	Craig J. Regelbrugge
American Society of Consulting Arborists .....	Andrew Graham
	Donald Blair (Adviser)
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The F.A. Bartlett Tree Expert Company .....	Peter Becker
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International Society of Arboriculture .....	Ed Brennan
	Sharon Lilly (Alt.)
National Arborist Association .....	Ronald Rubin
	Tom Mugridge (Alt.)
National Park Service .....	Robert DeFeo
Professional Grounds Management Society .....	Kevin O'Donnell
Society of Municipal Arborists .....	Andrew Hillman
U.S. Forest Service .....	Ed Macie
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	Philip D. Rodbell (Alt.)

*Organizations Represented*

*Name of Representative*

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American National Standard  
for Tree Care Operations —  
  
Tree, Shrub, and Other  
Woody Plant  
Maintenance —  
Standard Practices  
(Pruning)

**1 ANSI A300 standards**

**1.1 Scope**

ANSI A300 standards present performance standards for the care and maintenance of trees, shrubs, and other woody plants.

**1.2 Purpose**

ANSI A300 standards are intended as guides for federal, state, municipal *and* private authorities including property owners, property managers, and utilities in the drafting of their maintenance specifications.

**1.3 Application**

ANSI A300 standards shall apply to any person or entity engaged in the business, trade, or performance of repairing, maintaining, or preserving trees, shrubs, or other woody plants.

**1.4 Implementation**

Specifications for tree maintenance should be written and administered by an arborist.

**2 Part 1 — Pruning standards**

**2.1 Purpose**

The purpose of this document is to provide standards for developing specifications for tree *pruning*.

**2.2 Reasons for pruning**

The reasons for tree pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. Pruning practices for agricultural, horticultural production, or silviculture purposes are exempt from this standard.

**2.3 Safety**

**2.3.1** Tree maintenance shall be performed only by arborists or arborist trainees who, through related training or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations.

**2.3.2** This standard shall not take precedence over arboricultural safe work practices.

**2.3.3** Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI Z133.1, as well as state and local regulations.

**3 Normative references**

The following standards contain provisions, which, through reference in the text, constitute provisions of this American National Standard. All standards are subject to revision, and parties to agreements based on this American National Standard shall apply the most recent edition of the standards indicated below.

ANSI Z60.1, *Nursery stock*

ANSI Z133.1, *Tree care operations - Pruning, trimming, repairing, maintaining, and removing trees, and cutting brush - Safety requirements*

29 CFR 1910, General industry 1)

29 CFR 1910.268, Telecommunications 1)

29 CFR 1910.269, Electric power generation, transmission, and distribution 1)

29 CFR 1910.331 - 335, Electrical safety-related work practices 1)

**4 Definitions**

**4.1 anvil-type pruning tool:** A pruning tool that

has a sharp straight blade that cuts against a flat metal cutting surface, in contrast to a *hook-and-blade-type pruning tool* (4.21).

- 4.2 apical dominance: Inhibition of growth of lateral buds by the terminal bud.
- 4.3 arboriculture: The art, science, technology, and business of commercial, public, and utility tree Care.
- 4.4 arborist: An individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of trees and other woody plants.
- 4.5 arborist trainee: An individual undergoing on-the-job training to obtain the experience and the competence required to provide for or supervise the management of trees and other woody plants. Such trainees shall be under the direct supervision of an arborist.
- 4.6 branch bark ridge: The raised area of bark in the branch crotch that marks where the branch and parent meet.
- 4.7 branch collar: The swollen area at the base of a branch.
- 4.8 callus: Undifferentiated tissue formed by the cambium around a wound.
- 4.9 cambium: The dividing layer of cells that forms sapwood (xylem) to the inside and inner bark (phloem) to the outside.
- 4.10 cleaning: Selective pruning to remove one or more of the following parts: dead, diseased, and/ or broken branches (5.6.1).
- 4.11 climbing spurs: Sharp, pointed devices affixed to a climber's boot used to assist in climbing trees. (syn.: gaffs, hooks, spurs, spikes, climbers)
- 4.12 closure: The process of woundwood covering a cut or other tree injury.
- 4.13 crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
- 4.14 decay: The degradation of woody tissue

caused by microorganisms.

- 4.16 espalier: The combination of pruning, supporting, and training branches to orient a plant in one plane (5.7.2).
- 4.16 establishment: The point after planting when a tree's root system has grown sufficiently into the surrounding soil to support shoot growth and anchor the tree.
- 4.17 facility: A structure or equipment used to deliver or provide protection for the delivery of an essential service, such as electricity or communications,
- 4.18 final cut: A cut that completes the removal or reduction of a branch or stub.
- 4.19 frond: A leaf of a palm.
- 4.20 heading: 1. Cutting a currently growing, or a 1-year-old shoot, back to a bud. 2. Cutting an older branch or stem back to a stub in order to meet a defined structural objective. 3. Cutting an older branch or stem back to a lateral branch not large enough to assume apical dominance in order to meet a defined structural objective. Heading may or may not be an acceptable pruning practice, depending on the application.
- 4.21 hook-and-blade-type pruning tool: A pruning tool that has a sharp curved blade that overlaps a supporting hook; in contrast to an *anvil-type pruning tool* (4.1). (syn.: by-pass pruner)
- 4.22 interfering branches: Crossing, rubbing, or upright branches that have the potential to damage tree structure and/or health.
- 4.23 internodal cut: A cut located between lateral branches or buds.
- 4.24 lateral branch: A shoot or stem growing from a parent branch or stem.
- 4.25 leader: A dominant or co-dominant, upright stem.
- 4.26 limb: A large, prominent branch.
- 4.27 lion's tailing: The removal of an excessive number of inner, lateral branches from parent

branches. Lion's tailing is not an acceptable pruning practice (5.5.7).

**4.28 mechanical pruning:** A utility pruning technique where large-scale power equipment is used to cut back branches (5.9.2.2).

**4.29 parent branch or stem:** A tree trunk, limb, or prominent branch from which shoots or stems grow,

**4.30 peeling:** *For palms:* The removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue. (syn.: shaving)

**4.31 petiole:** A stalk of a leaf or frond.

**4.32 phloem:** Inner bark conducting tissues that transport organic substances, primarily carbohydrates, from leaves and stems to other parts of the plant.

**4.33 pollarding:** The maintenance of a tree by making internodal cuts to reduce the size of a young tree, followed by the annual removal of shoot growth at its point of origin (5.7.3).

**4.34 pruning:** The selective removal of plant parts to meet specific goals and objectives.

**4.36 qualified line-clearance arborist:** An individual who, through related training and on-the-job experience, is familiar with the equipment and hazards in line clearance and has demonstrated the ability to perform the special techniques involved. This individual may or may not be currently employed by a line-clearance contractor.

**4.36 qualified line-clearance arborist trainee:** An individual undergoing line-clearance training and who, in the course of such training, is familiar with the hazards and equipment involved in line clearance and has demonstrated ability in the performance of the special techniques involved. This individual shall be under the direct supervision of a qualified line-clearance arborist.

**4.37 raising:** Selective pruning to provide vertical clearance (5.6.3).

**4.38 reduction:** Selective pruning to decrease height and/or spread (5.6.4).

**4.39 remote/rural areas:** Locations associated

with very little human activity, land improvement, or development.

**4.40 restoration:** Selective pruning to improve the structure, form, and appearance of trees that have *been* severely headed, vandalized, or damaged +5,7.4).

**4.41 shall:** As used in this standard, denotes a mandatory requirement.

**4.42 should:** As used in this standard, denotes an advisory recommendation.

**4.43 stub:** An undesirable short length of a branch remaining after a break or incorrect pruning cut is made.

**4.44 thinning:** Selective pruning to reduce density of live branches (5,6.2).

**4.46 throwline:** A small, lightweight line with a weighted end used to position a climber's rope in a tree.

**4.46 topping:** The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice (5.5.7).

**4.47 tracing:** The removal of loose, damaged tissue from in and around the wound.

**4.48 urban/residential areas:** Locations, such as populated areas including public and private property, that are normally associated with human activity.

**4.49 utility:** An entity that delivers a public service, such as electricity or communications.

**4.60 utility space:** The physical area occupied by a utility's facilities and the additional space required to ensure its operation.

**4.61 vista pruning:** Selective pruning to allow a specific view (5.7.5).

**4.52 watersprouts:** New stems originating from epicormic buds. (syn.: epicormic shoots)

**4.63 wound:** An opening that is created when the bark of a live branch or stem is penetrated, cut, or removed.



## ANSI A300 (Part 1)-2001 Pruning

**4.64 woundwood:** Partially differentiated tissue responsible for closing wounds. Woundwood develops from callus associated with wounds.

**4.65 xylem:** Wood tissue. Active xylem is sapwood; inactive xylem is heartwood.

**4.66 young tree:** A tree young in age or a newly transplanted tree.

## 5 Pruning practices

### 5.1 Tree Inspection

**6.1.1** An arborist or arborist trainee shall visually inspect each tree before beginning work.

**6.1.2** If a condition is observed requiring attention beyond the original scope of the work, the condition should be reported to an immediate supervisor, the owner, or the person responsible for authorizing the work.

### 6.2 Tools and equipment

**6.2.1** Equipment and work practices that damage living tissue and bark beyond the *scope of the work* should be avoided,

**5.2.2** Climbing spurs shall not *be* used when climbing and pruning trees.

Exceptions:

- when limbs are more than throwline distance apart and there is no other means of climbing the tree;
- *when* the bark is thick enough to prevent damage to the cambium;
- in remote or rural utility rights-of-way.

### 5.3 Pruning cuts

**5.3.1** Pruning tools used in making pruning cuts shall be sharp.

**5.3.2** A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub (see Figure 5.3.2).

**6.3.3** A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem (see Figure 5.3.3).

**6.3.4** The final cut shall result in a flat surface with adjacent bark firmly attached.

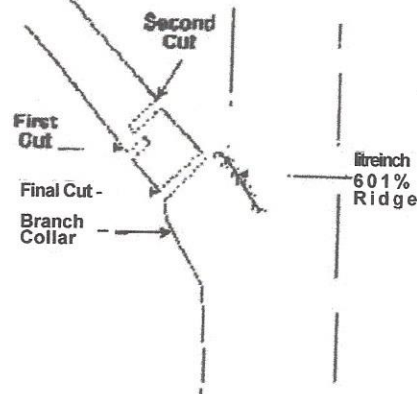
**6.3.6** When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

**6.3.6** Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

**5.3.7** A final cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent limb (see Figure 5.3.7).

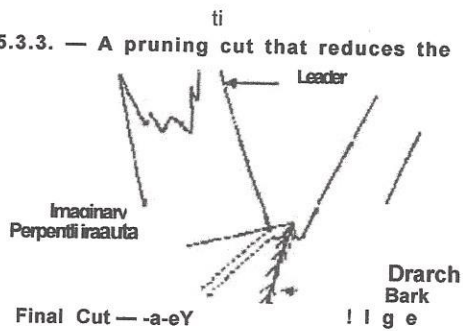
**6.3.8** Severed limbs shall be removed from the crown upon completion of the pruning, at times when the tree would be left unattended, or at the end of the workday.

Figure 5.3.2. — A pruning cut that removes a



branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark.

Figure 5.3.3. — A pruning cut that reduces the



length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem.

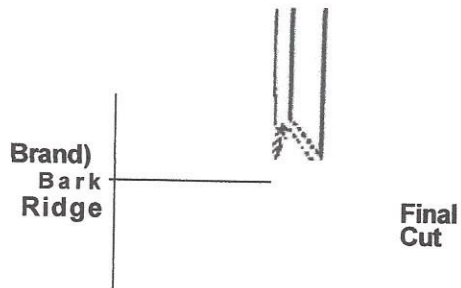


Figure 6.3.7. — A final cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent limb,

#### 5.4 Wound treatment

6.4.1 Wound treatments should not be used to cover wounds or pruning cuts, except when recommended for disease, insect, mistletoe, or sprout control, or for cosmetic reasons.

5.4.2 Wound treatments that are damaging to tree tissues shall not be used.

5.4.3 When tracing wounds, only loose, damaged tissue should be removed.

#### 5.5 Pruning objectives

5.5.1 Pruning objectives shall be established prior to beginning any pruning operation.

5.5.2 To obtain the defined objective, the growth cycles and structure of individual species and the type of pruning to be performed should be considered.

5.5.3 Not more than 25 percent of the foliage should be removed within an annual growing season. The percentage and distribution of foliage to be removed shall be adjusted according to the plant's species, age, health, and site.

5.5.4 Not more than 25 percent of the foliage of a branch or limb should be removed when it is cut back to a lateral. That lateral should be large enough to assume apical dominance.

5.5.5 Pruning cuts should be made in accordance with 5.3 *Pruning cuts*.

6.6.6 Heading should be considered an acceptable practice for shrub or specialty pruning when needed to reach a defined objective.

5.5.7 Topping and lion's tailing shall be considered unacceptable pruning practices for trees.

#### 5.6 Pruning types

Specifications for pruning should consist of, but are not limited to, one or more of the following types:

6.6.1 Clean: Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches.

5.6.1.1 Location of parts to be removed shall be specified.

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5.6.1.2 Size range of parts to be removed shall be specified.

5.6.2 Thin: Thinning shall consist of selective pruning to reduce density of live branches,

5.6.2.1 Thinning should result in an even distribution of branches on individual limbs and throughout the crown.

6.6.2.2 Not more than 25 percent of the crown should be removed within an annual growing season.

6.8.2.3 Location of parts to be removed shall be specified.

6.6.2.4 Percentage of foliage and size range of parts to be removed shall be specified.

6.6.3 Raise: Raising shall consist of selective pruning to provide vertical clearance.

6.6.3.1 Vertical clearance should be specified.

6.6.3.2 Location and size range of parts to be removed should be specified.

6.6.4 Reduce: Reduction shall consist of selective pruning to decrease height and/or spread.

5.6.4.1 Consideration shall be given to the ability of a species to tolerate this type of pruning.

6.6.4.2 Location of parts to be removed and clearance should be specified.

5.6.4.3 Size range of parts should be specified.

5.7 Specialty pruning

Consideration shall be given to the ability of a species to tolerate specialty pruning, using one or more pruning types (5.6).

5.7.1 Young trees

6.7.1.1 The reasons for young tree pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need,

6.7.1.2 Young trees that will not tolerate repetitive

pruning and have the potential to outgrow their space should be considered for relocation or removal,

6.7.1.3; At planting

5.7.1.3.1 Pruning should be limited to cleaning (5.6.1).

5.7.1.3.2 Branches should be retained on the lower trunk.

6.7.1.4. Once established

5.7.1.4.1 Cleaning should be performed (5.6.1).

5.7.1.4.2 Rubbing and poorly attached branches should be removed.

5.7.1.4.3 A central leader or leader(s) as appropriate should be developed.

6.7.1.4.4 A strong, properly spaced scaffold branch structure should be selected and maintained.

5.7.1.4.5 Interfering branches should be reduced or removed.

5.7.2 Espalier

6.7.2.1 Branches that extend outside the desired plane of growth shall be pruned or tied back.

5.7.2.2 Ties should be replaced as needed to prevent girdling the branches at the attachment site.

6.7.3 Pollarding

5.7.3.1 Consideration shall be given to the ability of the individual tree to respond to pollarding,

6.7.3.2 Management plans shall be made prior to the start of the pollarding process for routine removal of watersprouts.

6.7.3.3 Internodal cuts shall be made at specific locations to start the pollarding process. After the initial cuts are made, no additional internodal cut shall be made.

6.7.3.4 Watersprouts growing from the cut ends of branches (knuckles) should be removed annually during the dormant season.



**6.7.4 Restoration**

6.7.4.1 Restoration shall consist of selective pruning to improve the structure, form, and appearance of trees that have *been* severely headed, vandalized, or damaged.

6.7.4.2 Location in tree, size range of parts, and percentage of watersprouts to be removed should be specified.

**6.7.5 Vista pruning**

6.7.5.1 Vista pruning shall consist of selective pruning to allow a specific view.

6.7.5.2 Size range of parts, location in tree, and percentage of foliage to be removed should be specified.

**5.8 Palm pruning**

6.8.1 Palm pruning should be performed when fronds, fruit, or loose petioles may create a dangerous condition.

6.8.2 Live healthy fronds, initiating at an angle of 45 degrees or greater from horizontal, with frond tips at or below horizontal, should not be removed.

6.8.3 Fronds removed should be severed close to the petiole base without damaging living trunk tissue.

6.8.4 Palm peeling (shaving) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

**5.8 Utility pruning****6.9.1 General**

6.9.1.1 The purpose of utility pruning is to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space.

6.9.1.2 Only a qualified *line* clearance arborist or line clearance arborist trainee shall be assigned to line clearance work in accordance with ANSI Z133.1, 29 CFR 1910.331 — 335, 29 CFR 1910.268 or 29 CFR 1910.269.

5.9.1.3 Utility pruning operations are exempt from requirements in 5.1 Tree Inspection:

6.1.1 *An arborist or arborist trainee shall visually inspect each tree before beginning work.*

6.1.2 *If a condition is observed requiring attention beyond the original scope of the work, the condition should be reported to an immediate supervisor, the owner, or the person responsible for authorizing the work.*

6.9.1.4 Safety inspections of the work area are required as outlined in ANSI Z133.1 4.1.3, *job briefing*.

**5.9.2 Utility crown reduction pruning****6.9.2.1 Urban/residential environment**

6.9.2.1.1 Pruning cuts should be made in accordance with 5.3, Pruning cuts. The following requirements and recommendations of 5.9.2.1.1 are repeated from 5.3 Pruning cuts.

6.9.2.1.1.1 A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub (see Figure 5.3.2).

6.9.2.1.1.2 A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem (see Figure 5.3.3).

6.9.2.1.1.3 The final cut shall result in a flat surface with adjacent bark firmly attached.

6.9.2.1.1.4 When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

6.9.2.1.1.6 Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

5.9.2.1.1.6 A final cut that removes a branch

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with a narrow angle of attachment should be made from the bottom of the branch to prevent damage to the parent limb (see Figure 5.3.7).

**6.9.2.1.2** A minimum number of pruning cuts should be made to accomplish the purpose of facility/utility pruning. The natural structure of the tree should be considered.

**5.9.2.1.3** Trees directly under and growing into facility/utility spaces should be removed or pruned. Such pruning should be done by removing entire branches or by removing branches that have laterals growing into (or once pruned, will grow into) the facility/utility space.

**5.9.2.1.4** Trees growing next to, and into or toward facility/utility spaces should be pruned by reducing branches to laterals (5.3.3) to direct growth away from the utility space or by removing entire branches. Branches that, when cut, will produce watersprouts that would grow into facilities and/or utility space should be removed.

**5.9.2.1.6** Branches should be cut to laterals or the parent branch and not at a pre-established clearing limit. If clearance limits are established, pruning cuts should be made at laterals or parent branches outside the specified clearance zone.

### **5.9.2.2 Rural/remote locations - mechanical pruning**

Cuts should be made close to the main stem, outside of the branch bark ridge and branch collar. Precautions should be taken to avoid stripping or tearing of bark or excessive wounding.

### **5.9.3 Emergency service restoration**

During a utility-declared emergency, service must be restored as quickly as possible in accordance with ANSI Z133.1, 29 CFR 1910.331 — 335, 29 CFR 1910.268, or 29 CFR 1910.269. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques as defined in this standard. Following the emergency, corrective pruning should be done as necessary.

Annex A  
(informative)

Reference publications

International Society of Arboriculture (ISA). 1995. *Tree Pruning Guidelines*. Savoy, IL: International Society of Arboriculture (ISA).