

RFB 2017-01
City Wide Landscaping
City of Isle of Palms, South Carolina

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for City-wide landscape maintenance and garden services. The successful bidder will be responsible for servicing eleven (11) major sites located throughout the island, as specified in Exhibit I of the contract attached to this RFB. All bidders must submit the bid form included in this RFB in a sealed envelope. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Bids should be submitted to the following:

Linda Lovvorn Tucker, City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for questions is 3:00 p.m. April 3, 2017. Send questions relative to this RFB to Linda Tucker, City Administrator in writing or email at ltucker@iop.net by 3:00 p.m. on April 3, 2017. Questions received before this deadline will be answered via an addendum posted to the City's website. Questions received after this deadline will not be answered.

Deadline for submission is 2:00 p.m. Eastern Daylight Time, Wednesday, April 12, 2017. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2017-01 "City Wide Landscaping" and include one (1) hard copy and one (1) electronic copy in PDF format. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Bidders may arrange a site visit to the areas to be landscaped by contacting Public Works Director, Donnie Pitts at (843) 224-9265.

In submitting a bid, the bidder represents that he or she has visited all proposed service locations and determined the nature of the work and the difficulties attending the execution of the work, including those involving irrigation and the current condition of the site.

Bids may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (included damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

Bidders considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

If this contract is a service contract involving the physical performance of manual labor and the total value of the contract to be performed in a twelve-month period is \$15,000 or greater, please execute the attached statement certifying compliance with the S.C. Illegal Immigration Reform Act:

Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, 'A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.' Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Bids will be evaluated based on total cost, including pine straw and quarterly seasonal plantings; however, cost will not be the only determining factor in recommendation of contract award. Past service delivery to the City and references from other regional customers will also be important.

City of Isle of Palms
City-Wide Landscape and Garden Services Contract

RFB 2017-01 BID SUMMARY FORM

Contractor Name: _____

Authorized By: _____ Title: _____

Address: _____

City, State, Zip Code _____

Telephone Number _____

The above named Contractor hereby proposes to provide landscape and garden services for eleven (11) major sites on the Isle of Palms as indicated in the specifications included as EXHIBIT 1 to the attached sample contract.

In providing these services, the above named Contractor proposes to charge the City as follows:

For one year of landscaping and garden services, as specified in EXHIBIT 1, not including pine straw or seasonal color plantings: \$ _____

For pine straw, per installed 1' x 3' bale: \$ _____

Annual cost of pine straw based on above price per installed bale and the City's estimated annual need of 2000 bales \$ _____

For seasonal plantings, per installed 10" x 20" flat (approximately 18 plants) \$ _____

Contractor's estimate of flats needed annually per the specifications in EXHIBIT 1 (include quarterly plantings) _____

Annual cost of seasonal plantings based on above price per installed flat and Contractor's estimate of total flats needed \$ _____

Total bid including pine straw and quarterly seasonal plantings \$ _____

ALTERNATE 1: - Front Beach Irrigation System

If the Contractor believes the Front Beach irrigation system is insufficient to accomplish the requirements of EXHIBIT 1, specify the cost of making the necessary improvements. \$ _____

If this proposal is approved and accepted by the Isle of Palms City Council, the above named Contractor understands that it will be expected to enter in the contract attached to the Request for Proposal.

By: _____ (Signature)

_____ (Typed Name)

_____ (Title)

_____ (Date)

STATE OF SOUTH CAROLINA
COUNTY OF _____

Subscribed and sworn to before me _____, a Notary Public
in and for the jurisdiction aforesaid, on this _____ day of _____, 20__.
My Commission Expires: _____

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED

STATE OF SOUTH CAROLINA) LANDSCAPING MAINTENANCE AND
) GARDEN SERVICES AGREEMENT
COUNTY OF CHARLESTON)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between The City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”) and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s recent Request for Bids for Landscaping Maintenance and Garden Services; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. SCOPE OF WORK. Contractor agrees to provide all labor, tools, equipment, materials, supplies and expertise necessary to perform all landscaping maintenance and garden services for the City pursuant to the terms and conditions set forth in the “City of Isle of Palms Municipal Landscape Contract Specifications” attached hereto and made a part hereof, labeled “Exhibit I.” Contractor hereby warrants to City that all work shall be performed in a good and workmanlike manner and shall be to the highest standards of horticultural excellence in accordance with sound, accepted practices and techniques. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. INITIAL TERM; RENEWALS. The initial term of this Agreement shall be for a period of one (1) year, commencing on _____, 2017, and ending on _____, 2018, unless sooner terminated as provided herein. This Agreement shall be automatically renewed for four (4) successive one-year terms upon Contractor providing written notice of Contractor's intent to renew to City at least four (4) months prior to the expiration of the then-current term unless City gives written notice of termination to Contractor within thirty (30) days after receipt of Contractor's written notice of intent to renew. If Contractor fails to provide City with written notice of intent to renew at least four (4) months prior to the expiration of the then-current term, then any renewal of the Agreement will be at the sole option of City and City may provide notice of termination to Contractor at any time prior to the expiration of the then-current term. Each renewal term will be pursuant to all of the terms and conditions contained in this Agreement.

3. PAYMENT. During the initial term of this Agreement, City agrees to pay to Contractor a base sum of _____ (\$_____) Dollars per month, payable in arrears, for landscaping maintenance and garden services performed under this Agreement. Additionally, City agrees to pay Contractor for bi-annual pine straw application at a cost of _____ (\$_____) Dollars per 1' x 3' bale and quarterly seasonal plantings at a cost of _____ (\$_____) Dollars per installed 10" x 20" flat (approximately 18 plants).

4. INSURANCE REQUIREMENTS.

A. Contractor agrees that at all times during the term of this Agreement Contractor will maintain in full force and effect comprehensive general liability, workers compensation and property damage insurance as set forth in this Section.

B. Contractor agrees to maintain policies providing a minimum of the following insurance protection, with City named as an additional insured, through a company licensed in

the State of South Carolina and approved by the City. Contractor agrees to furnish proof of such insurance to the City prior to the commencement of any work by Contractor and each renewal term thereafter within ten (10) days from the renewal date of such policies. Such policies shall contain a provision requiring a thirty (30) day prior written notice to City prior to cancellation of the policy.

C. Contractor agrees to maintain insurance coverages as follows:

(i) Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

(ii) Worker's Compensation and Employer's Liability as provided for in applicable statutes.

(iii) Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles):

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence
	\$500,000 aggregate

D. Contractor may purchase, at Contractor's expense, such additional or other insurance coverages as Contractor deems appropriate. Maintenance of the required minimum insurance coverages does not relieve the Contractor of responsibility for any losses not covered and paid by the above-required policies.

5. PERMITS AND LICENSES. Contractor agrees to obtain, at Contractor's expense, all permits and licenses required by law or ordinance in connection with Contractor's performance of the work, and maintain the same in full force and effect for the term of this Agreement and any renewals thereof (including, but not limited to, a City business license).

6. SUPERVISION BY CONTRACTOR. Contractor agrees to employ trained, experienced and competent supervisors to monitor and supervise Contractor's performance under this Agreement who shall have authority to legally bind the Contractor and who are reasonably satisfactory to City.

7. INSPECTION; CORRECTION OF WORK PERFORMED. All performance by Contractor hereunder shall be subject to inspection by an inspector designated by City. City has the right to reject any work that does not meet the requirements of this Agreement. Rejected work shall be corrected by Contractor to City's satisfaction, at no charge. If Contractor fails to correct unsatisfactory work in a timely manner, City may proceed to correct the work and all reasonable direct costs occasioned in the performance of such corrective work shall be withheld and deducted from any payments due the Contractor in addition to any other legal rights and remedies available to City as a result of Contractor's breach.

8. CONTRACTOR'S PERSONNEL.

A. Contractor's personnel shall be required to wear clean, appropriate clothing. Use of uniforms is encouraged by City. Contractor agrees to provide all personnel with appropriate protective clothing and equipment.

B. Contractor's employees shall interact with residents and visitors in a courteous manner and shall avoid the use of loud, abusive, vulgar, or obscene language or behavior.

9. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected

the service area and has determined the nature of the work and the difficulties and facilities attendant to the performance of the work, and all other matters which Contractor contemplates may in any way affect its performance of the work under this Agreement.

10. INDEMNIFICATION BY CONTRACTOR. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any and all loss, expense, claims, damages, charges, causes of action and costs (including court costs and reasonable attorney's fees at all trial and appellate levels) for injury to or death of persons and injury to or destruction of property suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided in this Agreement.

11. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any sub-contracts or assignments pertaining to the performance of this Agreement, either voluntarily or by operation of law, without the prior written consent of City.

12. BREACH OF AGREEMENT BY CONTRACTOR. In the event of a breach of this Agreement by Contractor, City agrees to give Contractor written notice of the breach. If within seven (7) days of receipt of the written notice the Contractor has not cured the breach, City may terminate this Agreement by written notice to Contractor without prejudice to and in addition to any and all other remedies at law or in equity available for such breach.

13. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators

shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney's fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking injunctive relief.

14. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous agreements, understandings or representations regarding matters contained in this Agreement, whether oral or written. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

15. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied,

to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

17. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

18. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

19. NOTICE. Any notices or demand required or permitted by law, or any provision of this Agreement, shall be in writing, and shall be deemed to be received by City when personally delivered to City, or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to City at 1207 Palm Blvd., P. O. Box 508, Isle of Palms, SC 29451, or at such other address as City may hereafter designate in writing to Contractor.

Any such notice or demand to be served upon the Contractor shall be in writing and shall be deemed to be received by Contractor when personally delivered to Contractor, or when deposited in

the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to Contractor at _____, or at such other address as Contractor may hereafter designate in writing to City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned agents, have executed this Agreement as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

(as to City)

By: _____

Title: _____

(as to Contractor)

Contractor

By: _____

Title: _____

EXHIBIT I

(Attach City of Isle of Palms Municipal Landscape Contract Specifications)

CITY OF ISLE OF PALMS
MUNICIPAL LANDSCAPE CONTRACT SPECIFICATIONS

1) The City of Isle of Palms is seeking high quality landscape maintenance and garden services in the following areas:

- A. Connector gateway garden located on both sides of the Isle of Palms Connector Bridge;
- B. Leola Hanbury Memory Park located at the corner of Palm Boulevard and the Connector Bridge;
- C. Public Safety Building and Municipal Parking Lots (Lot A and Lot B);
- D. City Hall grounds and containers located at 1207 Palm Boulevard;
- E. Breach Inlet gateway garden located at corner of Charleston Boulevard and Palm Boulevard and Breach Inlet parking lot;
- F. Front Beach area located on Ocean Boulevard between 10th and 14th Avenues, to include grounds of the public restrooms;
- G. 41st Avenue curve on Palm Boulevard;
- H. Approximately 5-acre Isle of Palms Marina site located at the end of 41st Avenue;
- I. Fire Station #2 at 41st Avenue.
- J. 58 Public Beach Access Paths and Beach Walkovers
- K. Mayor Carmen R. Bunch Park

2) For purposes of this Agreement, “landscape maintenance” includes:

1. Lawn mowing and edging in all areas at least once per week from April to September. October through March mowing as needed except in areas where winter rye overseeding is required. These areas should be mowed weekly throughout the winter.

2. Quarterly applications of pine straw or equivalent mulch. Top dressing as necessary to prevent bare spots between applications. City staff estimates that at least 1,000 bales of pine straw will be necessary per application for all areas included in this contract. The total estimated pine straw needed per year is 2,000 bales.

3. Collection and removal of clippings, limbs, leaves, fallen debris and trash from lawns and beds.

4. Edging, blowing and/or sweeping adjacent sidewalks as needed during the growing season depending on growing conditions.

5. Trimming around signs, light poles, trees, etc., as needed to maintain neat appearance. Contractor's personnel will exercise caution to avoid scarring of signs, light poles, trees and shrubs.

6. Maintaining irrigation systems by performing weekly tests to guarantee proper coverage, functioning equipment and absence of water leaks. Routine replacement parts and labor should be included in the proposed price. Significant repairs to pumps or whole sections of the system will be funded by the City upon ratification.

7. Fertilization and pre-emergent treatment of lawns and flower beds at least twice annually. Additional applications as necessary to insure superior aesthetics.

8. Pruning, as necessary, on ornamental trees and shrubs. Crepe myrtles should be lightly trimmed. Palm trees and hardwoods should not be included in the work.

9. Winter overseeding in areas indicated below.

10. Application of herbicides/pesticides, as necessary, to address mole crickets, aphids, mold, etc.

11. Notifications to the City of any problems observed related to insects, tripping hazards, electrical hazards, irrigation system problems, etc. At all times Contractor's personnel should be alert for situations requiring attention by the City and report same to City.

12. Weekly testing of landscape lighting to ensure proper working order. Notify the City in a timely fashion any needed repairs.

13. Blowing or sweeping of boardwalks and Mobi Mat material on public beach access paths. The following public beach access paths are equipped with Mobi Mats: 5th Avenue, 9th Avenue, 41st and 42nd Avenue. Additional locations might be included in the future. Boardwalks are located at the Front Beach Public Restrooms, 1140 Ocean Boulevard, 21st Avenue and 46th Avenue public beach access paths.

3) For purposes of this Agreement, "garden services" includes:

1. Seasonal plantings for optimal color and appearance per the schedule provided. The use of perennials is acceptable with prior approval. When using annuals, the planting density should equate to three to five 3-inch pots per square foot. The goal should be a lush, colorful display. The per-flat cost for plantings should include all soil preparation, fertilizer and mulch costs.

2. Maintenance of City Hall flowerboxes as indicated in the site specifications below. Re-potting for seasonal color at least four times per year.

3. Enhancement of the current landscape where contractor deems it advantageous and cost effective. This could include transplanting existing plants to better locations. The City will appreciate any advice or suggestions by the Contractor and will look to the Contractor as a partner in the beautification of the City's public spaces. Enhancements that would require payment outside of this contract must be approved by the City Administrator in advance and will be assessed on a case by case basis.

4) Specific requirements for each area are as follows:

- A. Connector gateway garden located on both sides of the Isle of Palms Connector where it intersects Palm Boulevard. This area is the main gateway to the island and should be emphasized by the Contractor. It has been redesigned, but requires maintenance, seasonal plantings, and pine straw/mulch. Winter overseeding of the lawn areas should be included.
- B. Leola Hanbury Memory Park garden located at the corner of Palm Boulevard and the Connector Bridge. This area was professionally designed and planted by the Isle of Palms Garden Club. Foundation plantings should be maintained as-is with seasonal color added bi-annually. Winter overseeding of the lawn areas should be included.
- C. The Public Safety Building is located at 30 J.C. Long Boulevard. This site includes two municipal parking lots behind the building which are referred to as "Lot B" and "Lot A." Services to these sites shall include general landscape maintenance such as mowing, edging and weeding. The City may order additional pine straw or flowers for this area as needed for contract prices.
- D. City Hall grounds should also be emphasized by the Contractor. Curving flower bed in front will require seasonal plantings at least four times a year. Weeding and edging as necessary to keep appearance neat. Appropriate trimming of bushes to ensure sign visibility. Two window-box type containers on the second level should be included in the maintenance for this site. This should include checking for leaks on

the water hoses that run into the flower boxes. Winter overseeding of the lawn areas should be included.

- E. Breach Inlet site includes right-of-way lawn, ligustrum hedge and flower bed surrounding City sign. The right of way area across Carolina Boulevard from the sign (the wedge in between Carolina Blvd. and Palm Blvd.) should also be included in this site. Winter overseeding of the lawn areas should be included.
- F. Front Beach area located on Ocean Boulevard between 10th and 14th Avenues, up to and including the center median opposite the gate to the County Park. This area is a focal point of the island and as such requires special attention. The summer season sees an influx of foot and vehicular traffic in this area. The City desires maximum landscaping “punch” in this section. Winter overseeding of all lawn areas should be included. Extreme summer heat, limited irrigation, and high levels of vehicle exhaust should be considered in plant selection for this area.

Front Beach areas for seasonal color: There are 6 main areas where the City requires a punch of color. These are located at the ends of the medians on Ocean Boulevard from 10th through 14th Avenues.

Front Beach areas for ground cover: There are approximately 150 trees in the area, mostly palmettos. Many have marble markers and are planted as insets in the pavement. These inset trees should be surrounded by some sort of living ground cover, to include hardy plants that can survive foot traffic.

Front Beach areas for lawn maintenance: All right-of-way and common areas along Ocean Boulevard from 10th through 14th Avenue. The lawn area in front of the Public Restrooms should be included. Also to be included is the median located around the curve and across from the County Park.

****Front Beach Irrigation System:** The existing irrigation system in the Front Beach area might be insufficient to support the quality landscape that this bid requires. The cost of any irrigation improvements that the Contractor deems necessary should be included as an alternate to this bid.

- G. 41st Avenue curve. This area has recently been upgraded and now needs routine maintenance and bi-annual mulch applications. Winter overseeding should be included.

- H. Isle of Palms Marina. This area requires general maintenance in all landscape and lawn areas located from the entrance by the Fire Station site outward to the Intracoastal Waterway and Morgan Creek. There are 3 main landscaped beds located roughly in the center of the property from the entrance toward the fueling dock. Winter overseeding IS NOT required at the Marina.

- I. Fire Station #2 is located at 40 41st Avenue. Services to this site shall include general landscape maintenance such as mowing, edging and weeding. The City may order additional pine straw or flowers for this area as needed for contract prices.

- J. Public Beach Access Paths. Boardwalks and public beach access paths with mobi-mat shall be blown or swept free of trash, leaves and accumulated sand as needed, with a minimum frequency of twice per week. It is anticipated that a minimum of four to five blowings per week may be required between the months of April and September to maintain clean and safe conditions. Heavy sand accumulations shall be removed from boardwalks and mobi-mats as needed.