

## Request for Proposal (RFP)

### Overview:

1. The City of Walterboro, South Carolina (referred to as the “City”) is actively seeking bids for a responsible, qualified, and licensed contractor to perform routine landscape maintenance on several areas under the control of the City’s Parks Department.
2. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The City reserves the right to accept or reject or cancel in part, or its entirety offers received because of this request is deemed to be in the best interest of the City to do so.

### Scope of Services:

1. The Contractor shall furnish all labor, supervision, equipment, and materials necessary for the execution and completion of landscape maintenance services to the City in a timely matter. The Contractor shall maintain the vegetation and grass and promote a neat appearance free of debris at each site. The properly trained staff shall wear appropriate clothing while performing these services.
2. It is the responsibility of the contractor to visit all the potential worksites before submission of a bid document.

### Instructions to Contractor:

1. The submittal must include one (1) BID response along with a completed W-9 form. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, responders must use the Bid Form included in the specifications.
2. All bids are due by 2:00pm on July, 10th, 2023. Responses must be securely sealed and submitted to City of Walterboro, 195 Loop Landscape Services, Jonathan Burroughs, Parks Director 300 Hampton Street, Walterboro, SC 29488
3. It is the contractor’s sole responsibility to ensure solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.

## Specific Terms and Conditions:

1. **RESPONDENTS QUALIFICATION:** The City reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Contractor's ability to provide said services.

2. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn before the established closing date and time, but not thereafter with proper approval from the Procurement Manager.

3. **REJECTION:** The City reserves the right to reject any or all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the City.

4. **WAIVER:** The City reserves the right to waive any Instructions to Contractor, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

5. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 90 calendar days.

6. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful contractor will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be a cause for rejection.

7. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Parks Director of the City.

8. **DEBARMENT:** By submitting a bid, the contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

9. HOLD HARMLESS: All respondents to this BID shall indemnify and hold harmless the City of Walterboro and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for bids. The City also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

10. CANCELLATION: In the event, this request of bids is withdrawn or the project canceled for any reason, The City shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.

11. CITY OF WALTERBORO PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the City of Walterboro's Procurement Ordinance and any revisions thereto, which are hereby incorporated into this BID in their entirety except as amended or superseded within. This ordinance can be found at [https://library.municode.com/sc/walterboro/codes/code\\_of\\_ordinances?nodeId=COORWASOCA](https://library.municode.com/sc/walterboro/codes/code_of_ordinances?nodeId=COORWASOCA)

Chapter 2 – Article X – Procurement

12. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall just cause for rejection. However, The City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive

13. BUSINESS LICENSE: Any contractor operating a business within the CITY LIMITS of the City of Walterboro must have a valid and up to date business license in order to qualify as a potential awardee of said contract as stated below.

#### Contract Award:

1. This solicitation and submitted documents, when properly accepted by the City shall constitute an agreement equally binding between the successful Contractor and the City. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement. The City shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

2. The successful contractor shall be required to execute a formal agreement with the City's Procurement Office within ten (10) business days after issuance of the Notice of Award. The contractor's price shall be fixed for the duration of this contract.
3. The terms and conditions as agreed upon in the execution of a contract between the awardee and the City of Walterboro shall be in effect for (1) calendar year beginning on July \_\_\_ of \_\_\_\_\_ and ending on June \_\_\_\_\_ of \_\_\_\_\_.

### Landscape Maintenance Requirements:

1. Certification: A minimum of five (5) years of verifiable experience. Three (3) references shall be provided that the contractor can successfully maintain significant commercial landscaping weekly served continuously within the past two (2) years.
  - List of all equipment.
  - Provide proof of all applicable valid current City of Walterboro Business License(s).
  - Provide proof of insurance certificates providing evidence of bonding, statutory workman's compensation coverage, and general public liability coverage
2. Tasks:
  - Prior to mowing, all garbage and trash found in the mowing areas shall be picked up and bagged and disposed of offsite.
  - All mowing shall be done every two weeks from March 1 through October 31
  - Mowing height shall be no less than 1½ inches and no higher than 3 ½ inches, as measured to the mower blade from a flat paved surface. Clippings can be left on turf as long as no readily visible clumps remain on the grass surface after mowing.
  - Edging, Trimming and cleaning (blowing) - All the edges (along sidewalks, fence lines, driveways, and plant beds and around trees, etc.) shall be edged once every two weeks from March 1 - October 31. Turf around sprinkler heads shall be trimmed so that grass does not interfere with or intercept the irrigation stream - once every month from March 1 - October 31. Bushes, shrubs, trees and weeds shall be trimmed once a month from March 1 – October 31 to maintain even sight lines which don't interfere with traffic and maintain a manicured appearance.

- Winter Maintenance: Contractor shall provide once a month servicing from the end of October – end of February including: mowing of all grass areas, trash pickup, and edging, trimming or blowing of all areas including landscaped beds.
- Pest Management: Contractor will apply a post-emergence herbicide once a month from March 1 - October 31 to control annual weed problems in all areas including landscaped beds. Contractor will apply a pre-emergence herbicide once a month from the end of October – to the end of February to control tall weed in all areas including landscaped beds.
- Mulching: Contractor will apply once yearly mulching during mid-winter composed of pine bark chips at a minimum depth of 3 inches in all landscaped beds.

#### Indemnification and Termination:

The contractor will indemnify and hold harmless the Owner, City of Walterboro and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense are attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Firm, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any or all claims against the Owner, City of Walterboro, or any of their agents and/or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Firm under this paragraph shall not extend to the liability of the City of Walterboro or its agents and/or employees arising out of the reports, surveys, Change Orders, designs, or Technical Specifications.

1. Subject to the provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the Contractor. Termination by the City for cause, default, or negligence on the part of the

Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.

2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the City Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the City shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the City and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

Contractor: \_\_\_\_\_

Authorized Representative Name and Title:

\_\_\_\_\_  
Signature of Authorized Representative:

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Locations: Exit 53/ Vicinity of Snider's Highway/ SC 63 at I95	Job Description: Mowing	Bid
1a – 2.7 acres (Inner triangle I95 N entrance ramp)	Grass within paved boundaries to edge of landscaped beds	
1b – 4.4 acres (Inner triangle I95 S exit ramp)	Grass within paved boundaries to edge of landscaped beds	
1c – 2.79 acres (Inner triangle I95 S entrance ramp)	Grass within paved boundaries to edge of landscaped beds	
1d – 4 acres (Inner triangle I95 N exit ramp)	Grass within paved boundaries to edge of landscaped beds	
1e – 5.4 acres (Outside/ Mile Out I95 S entrance ramp)	Grass within paved boundaries to edge of landscaped beds/ bounded by drainage ditch and a mile out to the last landscaped bed	
1f – 7 acres (Outside/ Mile Out I95 N entrance ramp)	Grass within paved boundaries to edge of landscaped beds/ bounded by drainage ditch and a mile out to the last landscaped bed	
1g – 2 acres (Outside I95 S exit ramp)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge	
1e – 1.16 acres (Outside I95 N exit ramp)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge	
Total Acreage: 25 ~		Total Price: \$

Company Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

E-mail

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

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

Contractor's License No: \_\_\_\_\_

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**\*\*\*Bid (A) I95 Interchange Landscape Maintenance\*\*\***

Locations: Exit 57/ Vicinity of Bell's Highway/ SC 64 at I95	Job Description: Mowing	Bid
2a – 0.07 acres (Inner triangle I95 N entrance ramp)	Grass within paved boundaries	
2b – 0.43 acres (Inner triangle I95 S exit ramp)	Grass within paved boundaries	
2c – 2.47 acres (Inner loop I95 S entrance ramp)	Grass within paved boundaries to edge of landscaped beds	
2d – 3.17 acres (Inner loop I95 N exit ramp)	Grass within paved boundaries to edge of landscaped beds	
2e – 3.12 acres (Inner triangle and grass I95 S entrance and exit ramps)	Grass within paved boundaries to edge of landscaped beds	
2f – 2.93 acres (Inner triangle and grass I95 N entrance and exit ramps)	Grass within paved boundaries to edge of landscaped beds	
2g – 1.97 acres (outer grass area exit ramp I 95 N)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge	
2h – 5.48 acres (outside I95 S entrance ramp to a mile out)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge to a mile out	
2i – 6.19 acres (outside I95 N entrance ramp to a mile out)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge to a mile out	
Total Acreage: 26 ~		Total Price: \$

Company Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

E-mail

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

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

Contractor's License No: \_\_\_\_\_

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**\*\*\*Bid (A) I95 Interchange Landscape Maintenance\*\*\***



Locations: Exit 53/ Vicinity of Snider's Highway/ SC 63 at I95	Job Description: Landscaped Beds	Bid
3a – 2 beds totaling 1.2 acres (Inner triangle I95 N entrance ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
3b – 2 beds totaling 1.4 acres (Inner triangle I95 S entrance ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds/	
3c – 2 large beds totaling .33 acres and 18 small bed totaling .54 acres (Outside/ Mile Out I95 S entrance ramp)	Bushes, shrubs, trees and weeds within all edges of all landscaped beds up to a mile out along road shoulder	
3d – 1 large bed totaling .13 acres and 22 small beds totaling 1.1 acres (Outside/ Mile Out I95 N entrance ramp)	Bushes, shrubs, trees and weeds within all edges of all landscaped beds up to a mile out along road shoulder	
	(Other periodic maintenance as noted Landscape Requirements Section)	
Total Acreage: 4.7 acres ~		Total Price: \$

Company Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

E-mail

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

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

Contractor's License No: \_\_\_\_\_

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**\*\*\*Bid (A) I95 Interchange Landscape Maintenance\*\*\***

Locations: Exit 57/ Vicinity of Bell's Highway/ SC 64 at I95	Job Description: Landscaped Beds	Bid
4a – 1 bed 0.5 acres (Inner triangle I95 N entrance ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4b – 1 bed 0.09 acres (Inner triangle I95 S exit ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4c – 2 beds 0.39 acres (Inner loop I95 S entrance ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4d – 3 beds 0.60 acres (Inner loop I95 N exit ramp)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4e – 4 bed 1.25 acres (Inner triangle and grass I95 S entrance and exit ramps)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4f – 3 beds 0.42 acres (Inner triangle and grass I95 N entrance and exit ramps)	Bushes, shrubs, trees and weeds within all edges of landscaped beds	
4g – 19 beds 1.25 acres (outside I95 S entrance ramp to a mile out)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge to a mile out	
4h – 18 bed totaling 1.1 acres (outside I95 N entrance ramp to a mile out)	Grass within paved boundaries to edge of landscaped beds and bounded by ditched edge to a mile out	
	(Other periodic maintenance as noted Landscape Requirements Section)	
Total Acreage: 5.6 acres ~		Total Price: \$

Company Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

E-mail

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

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

Contractor's License No: \_\_\_\_\_

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**\*\*\*Bid (A) I95 Interchange Landscape Maintenance\*\*\***

Locations: Sniders Hwy/ Jefferies Blvd. from I 95 to intersection with Bells Hwy.	Job Description: Landscaped Beds	Bid
5a – 4 triangular beds at the corners of on and exit ramps at exit 53 I95	Weeds and grass within all edges of landscaped beds	
5b – 13 landscaped medians from exit 53 I95 to intersection of Jefferies Blvd and Ireland Creek Drive.	Weeds and grass within all edges of landscaped beds	
5c – 2 triangular beds at the intersection of Sniders Hwy and Hendersonville Hwy (Walterboro Welcome Sign)	Weeds and grass within all edges of landscaped beds	
	(Other periodic maintenance as noted Landscape Requirements Section)	
		Total Price: \$

Company Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

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

E-mail

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

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

Contractor's License No: \_\_\_\_\_

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**\*\*\*Optional Bid (B) I 95 Business Loop Streetscape\*\*\***