

JAMES ISLAND PUBLIC SERVICE DISTRICT

1739 Signal Point Road
Charleston, SC 29412
Phone (843) 795-9060 / Fax (843) 762-5240

REQUEST FOR PROPOSAL (RFP) # WW2017-05

ISSUE DATE: Tuesday, May 30, 2017

DELIVERY DUE DATE & TIME: Tuesday, June 20, 2017 by 2:00 PM (EST)

OPENING DATE & TIME: Tuesday, June 20, 2017 at 2:00 PM (EST)

PROCUREMENT FOR: Site Landscape Services

DIRECT ALL INQUIRES: David J. Hoffman, Jr., Director of Wastewater Services
hoffmand@jipsd.org or 843-998-6188

This solicitation does not commit James Island Public Service District to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified. No bid will be accepted thereafter. The District assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

All proposals must be submitted under sealed cover and **mailed or hand delivered** at the location and time stated herein and will be opened thereafter:

MAILING ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
Post Office Box 12140
Charleston, SC 29422-2140

STREET ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
1739 Signal Point Road
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

If the Offeror chooses not to respond to this solicitation, you are encouraged to return the "No Bid" Response Form attached herein.

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the District's Administration Division from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

BACKGROUND CHECK

The District reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the District, the proposer consents to such an inquiry and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

FORCE MAJEURE

The successful firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the District at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the District to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the successful firm to deliver services in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the successful firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

INDEMNIFICATION

The successful firm covenants to save, defend, keep harmless, and indemnify the District and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful firm's negligent performance or nonperformance of the terms of the contract.

RIGHTS RESERVED BY DISTRICT

The right is reserved by the District to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the District.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the District, must furnish to the District Form 1-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the District resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Please submit the following forms on or before 2:00 pm on June 20, 2017:

- 1. Proposal Submission Form**
- 2. Authorization Form**
- 3. Exceptions Page**

NOTE: Please review our website at www.jipsd.org for any amendments to this solicitation prior to submitting your proposal on stated date and time.

1. DEFINITIONS

“Services Agreement” “Agreement” “Contract” means the contract or District Purchase Order that will be issued between the District and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror’s response and acceptance by the District.

“District” “Owner” means James Island Public Service District.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Offeror” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

“Offeror” means responder to this Request for Proposals.

“Proposal” means the submission by the Offeror.

“Request for Proposals” (RFP) shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services Works” means and includes the provision by the successful Offeror of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

2. PROJECT DESCRIPTION

The James Island Public Service District (District) requests proposals from qualified and experienced contractors for providing site landscape services to multiple District-owned properties located in James Island, SC. Service specifications are found in Section 2.2 and a specific locations list is found in Section 7 below.

2.1. Prices

All Prices shall remain **FIRM** and shall include the provision of all tools, equipment, labor, transportation, supervision, management, overhead, materials, services and all other things necessary for the commencement, performance and completion of services as described.

2.2. Specifications for services

Weekly, inspect landscaped/vegetated areas, then weed and remove moss; also trim, and remove new or dead growth so walkways, sidewalks and barked areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:

- a. Remove dead, damaged and diseased portions of plants
- b. Prune trees and shrubs to maintain their natural shape
- c. Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge
- d. Trees (including conifers) will be kept pruned to allow at least 2 feet of unobstructed space between the ground and the lowest limb
- e. Trees will be pruned to avoid conflict with vehicular or pedestrian traffic and will not be allowed to interfere with site lighting
- f. Hedges shall be kept trimmed to no more than 3 feet in height
- g. Other shrubs will be kept pruned to no higher than 2-½ feet above the ground
- h. Trees, shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways and driveways.
- i. Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed, grass and moss free by hand or use of herbicides approved by the District. NOTE: Contractor shall be responsible for removing weeds, grass or moss in parking areas.
- j. Rake all bedded areas as often as required to ensure a fresh bark appearance. Re-barking of any location will be at the discretion of District and will be covered under a separate purchase order.
- k. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site.
- l. Fertilize all plants once during growing season (preferably April). Care is to be taken not to burn the plants.
- m. Trees, shrubs and ground cover: weed, pest and disease control
- n. The District encourages environmentally sensitive maintenance practices. Provide a minimum of 48 hour notice prior to "blanket" applications of herbicides, fungicides or insecticides. All chemicals must be EPA approved and applied per the manufacturer's recommendations.

- o. Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation. Base pest and disease control program on site historical data.
- p. Keep planter beds and tree wells free of weeds and debris on a weekly basis throughout the year. Control weeds with contact spray herbicide, hand-weeding and selective use of pre-emergent herbicides. Apply only at manufacturers approved rates to avoid soil toxicity. Verify that herbicide is appropriate for use with various plant materials. Contractor is responsible for any damages incurred as a result of herbicide application and must repair or replace any such damage at no cost to The District.
- q. Control of major disease and insect infestations for trees, shrubs and ground covers is not a part of the Contract. Regularly monitor all plant material and immediately notify owner of any need for such control. Contractor is responsible for any damage to plant material incurred as a result of failure to immediately notify the District of correctable disease and/or insect problems, and must replace any such damaged plant material at no additional cost to the District.
- r. Prune trees, vines, and shrubbery in the fall, after the typical growing season.
- s. Pick up and remove all leaves and debris in bedded/landscaped areas, passenger loading areas and parking lots starting in Autumn (when leaves on surrounding trees start to fall) and perform this service once a week until leaves cease falling.
- t. Lawns to be mowed every 7 days during the growing season (April – September). Grass shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting. The mower blades shall be kept sharp to prevent shredded grass tips that turn brown.
- u. Edging around lawn perimeters, sidewalks, and bedded areas shall be done with each mowing.
- v. Fertilize landscape turf areas with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year around. Determine fertilizer application rates and materials from soil test results. Submit a fertilizer schedule listing proposed materials, application rates and application times prior to performing work. Provide four applications per year as part of the base contract.
- w. Provide an exterior flower program in the area located at the entrance to Building 1.
- x. Provide two installations of annual color. Additional changes are not part of the Contract work and will be installed at the District request and will be covered under a separate purchase order. Review each proposed color change with

the District prior to ordering or arranging contract growing of material. Avoid material selections that conflict with signage. Provide diversity of color and texture and avoid mass plantings of only one variety within a bed.

- y. Keep all color beds and containers free of weeds and debris on a weekly basis throughout the year.
- z. Regularly monitor all flowering plants for disease and insect infestation. Apply fungicide, insecticide and/or slug bait only as necessary to control specific problems areas.
- aa. The Contractor will establish a firm schedule for recurring ground maintenance actions for each location. This schedule must be provided to The District before payment of the first month's invoice will be made. This schedule will be utilized to conduct random site checks to ensure contractor adherence to these specifications. Contractor must notify The District in the event that they are not able to adhere to the established schedule during any particular week.
- bb. In the event the contractor fails to accomplish any task under this scope of work The District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due the contractor for that monthly period.

2.3. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror's qualifications, experience, and demonstrated performance

2.4. Irrevocability & Acceptance of Proposals

The District requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The District reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the District. The District will be under no obligation to proceed further with any submitted Proposal and should the District decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the District.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

2.5. Subletting

If awarded, the Offeror will not, without the written consent of the District, assign, sublet or transfer any subsequent contract or any part thereof.

3. AWARD OF CONTRACT

3.1. Notification of Award

The District will notify the successful Offeror (“Contractor”) in writing of its decision to award the project.

3.2. Indemnity

The Contractor shall indemnify and hold harmless the District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him and/or the District, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

3.3. Insurance Requirements

The successful Offeror shall submit, upon award by the District, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force. See Appendix A for insurance requirements.

3.4. Proof of Insurance

Prior to the work commencing, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the District.

3.5. Default

The District reserves the right at its sole discretion, to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the District.
- Fails to meet the District’s standard of expected and agreed level of service and performance.

4. PROPOSAL SUBMISSION

Offerors are required to complete and submit the information following the format found on the Proposal Submission Form.

5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the District. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

6. GENERAL INFORMATION

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts.

The District will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the District wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

7. SCOPE OF SERVICES

Locations for requested services to be performed include the following:

PUMP STATION	LOCATION
1	Harbor View Road (RR of 11 Harborview Circle)
2	1895 Central Park Road (facing Fleming Road)
3	Wambaw Street (Wambaw at Flint)
4	Woodland Shores Road (Paw Paw at dirt road)
5	Canal Street (near Priestly Street)
6	2027 Lakeshore Drive (next to lake off Plymouth)
7	2134 Parkway Drive (in median at St. Luke)
8	722 Jordan Street (at Highland Street)
9	1799 Enoree La. (off Santee Street)
10	Bermuda Street (at Short Street)
12	Valley Forge Drive (between 1256 & 1252)
13	Camp Road (near Pauline)
14	Secessionville Road (near Mapleton)
15	Renwood Street (at end of street)
16	Swamp Fox (rear of Jamestowne Village)
17	1247 Sea Aire Drive (past Red Gate Road)
18	943 Folly Road (behind Burger King)
19	1537 Shandon Street (between Pauline & Bradford)
20	1213 Silverleaf Circle (near Oakcrest)
21	1513 Avenue B (between Bresee & Freer)
22	914 Nabors Drive (Nabors @ Piggly Wiggly)
23	1496 Woodview Lane (Secessionville Road)
24	1039 Yorktown Drive (at Mayflower Circle)
25	802 Weir Street (behind house)
26	1299 Stiles Bee Avenue (facing Putnam Street)
27	1551 Seacroft Road (at rear)
28	1591 Teal Marsh Road
29	2006 Folly Road (@ Sol Legare Road)
30	Parrot Bluff (Treasury Bend Drive)

31	Oak Island Drive (across from 1676)
34	Harbor View Road (at Mikell Drive)
35	773 Beauregard Street
36	Sweetbay Road (at Sterling)
37	380 Sweetgrass Creek Road (east end/club)
38	853-B Robert E. Lee Blvd.
39	749 Larkwood Road (at Tallwood)
41	639 Highwood Circle
43	Oceanview Road
51	1920 Sol Legare Road
45	Ben Road (off Honey Hill Road)
49	1296 Battleground Road
50	627 Stono Edge Drive
52	2085 Sol Legare Road
53	2170 sol Legare Road
54	200 Ft. Johnson Road @ DNR
55	1641 Scott Hill Road
56	Seawater Drive (near Grimball Road)
57	1848 Grimball Road
59	600 Schooner Road (Lighthouse Point)
60	Peas Island (1600 Peas Island Road)
61	2116 Terrabrook LN
63	2242 Folly Road-Waterfront (Waterfront Point Villas)
Lot	Folly RD Lot, TMS # 334000005, 0.3 Acres
Main Campus	1739 Signal Point Road

8. TERM OF CONTRACT

The term of the contract shall be for (2) two years, with (3) three optional one-year periods upon mutual agreement by both parties.

INSURANCE REQUIREMENTS (Contracts Greater Than \$25,000)

Contractors working for the District are required to procure and maintain for the duration of their contract with the District insurance against claims for injuries to persons or damages to property which may arise from or about work performed by the Contractor, his agents, representatives, employees or sub consultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. The Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. The Contractor shall maintain limits no less than the following:
 1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 2. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 4. Required policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages - The District, its officials, employees and volunteers are to be covered as additional insured’s as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District of Charleston, its officials, employees or volunteers. To accomplish this objective, the District of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance

Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the District of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis. Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the District of Charleston, its officials, employees or volunteers.

- b. Workers' Compensation - The Contractor shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
5. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the District.
6. Each insured policy required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District.
7. All coverages for sub-consultants shall be subject to all the requirements stated herein.
8. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the CFO.
9. The Contractor shall furnish the District with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District, Finance Department, before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

JAMES ISLAND PUBLIC SERVICE DISTRICT
 PO Box 12140 / 1739 Signal Point Road
 Charleston, SC 29422
 Phone (843) 795-9060 / Fax (843) 762-5240

Proposal Submission Form

SOLICITATION NUMBER: RFP #WW2017-05

DESCRIPTION: Site Landscape Services

OPENING DATE/TIME: June 20, 2017 @ 2:00 pm

LOCATION: Conference Room @ 1739 Signal Point Road

Description	Dollar Amount
63 Pump Stations Monthly Mowing Amount	
Vacant Lot-Folly Road Monthly Mowing Amount	
Signal Point Complex Monthly Amount	

- No minimum charges
- No miscellaneous charges on billing without pre-authorization and signature

Note: Please visit our website for any addendums to this solicitation prior to submitting.

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number/Email

Authorized Signature

Date

JAMES ISLAND PUBLIC SERVICE DISTRICT
PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422
Phone (843) 795-9060 / Fax (843) 762-5240

Authorization Form

SOLICITATION NUMBER: RFP #WW2017-05

DESCRIPTION: Site Landscape Services

1. Location of Service Facilities: _____

2. Exceptions to the minimum specifications outlined above:

3. Provide 2 entities currently using this same or similar service.

	<u>Company/Organization</u>	<u>Contact Name</u>	<u>Phone Number</u>
a)	_____	_____	_____
b)	_____	_____	_____

The undersigned, having fully familiarized itself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the District, which it verifies to be true and correct to the best of its knowledge. The undersigned further certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. The undersigned agrees to be bound by all conditions set forth in this solicitation and certifies it has signature authority to bind the company listed herein.

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number/Email

Authorized Signature

Date

JAMES ISLAND PUBLIC SERVICE DISTRICT
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Phone (843) 795-9060 / Fax (843) 762-5240

"No Bid" Response Form

SOLICITATION NUMBER: RFP #WW2017-05

DESCRIPTION: Site Landscape Services

Please check statement(s) applicable to your "No Bid" response:

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number/Email

Authorized Signature

Date