

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax or email the completed form to the Assistant Town Administrator as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2022-11 Beach Access Grounds Maintenance

Description: The Town of Edisto Beach will be accepting bids until 2:00 pm on November 30th, 2022 for grounds maintenance and other related services for 38 beach access points in the Town of Edisto Beach. Bids received after 2:00 pm on November 30th, 2022 will not be accepted.

Receiving Period: Prior to November 30th, 2022 at 2:00 pm. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: November 30th, 2022, 2:00 pm.

Optional Site Visit: November 15th, 2022, 2:00pm. Meet at Town Hall located at 2414 Murray Street, Edisto Beach, SC 29438.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX OR EMAIL THIS FORM BACK IMMEDIATELY
FAX: (843) 869-3855
maakhus@townofedistobeach.com**

Carefully complete this form and fax or email it to the Assistant Town Administrator. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

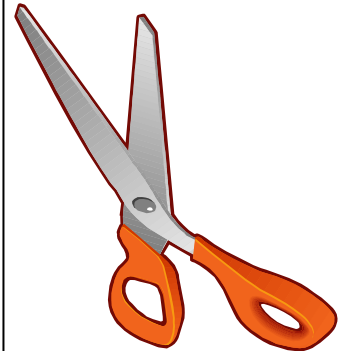
SEALED BID NO.: 2022-11

BID TITLE: Beach Access Grounds Maintenance

DUE DATE/TIME: November 30th, 2022 2:00 pm.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: Town of Edisto Beach
Assistant Town Administrator
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Beach Access Grounds Maintenance
Bid #2022-11**

The Town is seeking bids for annual grounds maintenance services for all 38 beach access points in the Town of Edisto Beach as outlined in the below scope of work. It is the responsibility of the Contractor to confirm the boundaries of the town-owned beach access points to be serviced. Property boundaries are attached as Exhibit A. Sealed bids will be received by the Town Administrator, **prior to 2:00 pm. on November 30th, 2022.** Bids will be opened at 2:00 pm, November 30th, 2022. There will an optional site visit on November 15th, 2022 to review beach access points.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Mark Aakhus
Town of Edisto Beach
Assistant Town Administrator
2414 Murray Street
Edisto Beach, South Carolina 29438
(843) 869-2505**

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE TOWN ADMINISTRATOR PRIOR TO 2:00 pm ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders can access bid results on the Town's website. Bid files may be examined during normal working hours by appointment.
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
5. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the Finance Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
6. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
7. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.
8. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and emailed, faxed or included in bid package.

9. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
10. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** the **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on the lowest, responsive bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
 - a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can

sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

12. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
13. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **CONTAMINATION:** The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
2. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements.
3. **BUSINESS LICENSE:** The Contractor is responsible for procuring and maintaining for the duration of the contract a business license.
4. **SAFETY:** The Contractor is responsible for providing for the safety of all working in the area during work.
4. **INVOICE PAYMENTS**
By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

Bid Specifications

Scope of Work:

Biweekly (once every two weeks) from March 1st through October 31st and Monthly (once per month) from November 1st through February 28th:

- Mow all grass within parking lot, bike parking, golf cart parking and walking/natural areas as indicated. This does not include vegetation on the sand dunes unless otherwise specified.
- Weed eat all grass within parking lot, bike parking, golf cart parking and walking/natural areas, as indicated, including in between and around all fencing and posts.
- Typically, the work area needing mowing and weed eating will start at the street (either Palmetto Boulevard, Point Street or Yacht Club Road) and will go to the beach walking path, boardwalk or walkover which is typically where the sand dune or protected area begins and is indicated by a rules sign. These areas will be more specifically identified at each location during a site visit.
- Remove all trash, rubbish and debris within parcel boundaries including the sand dune and protected areas and the bottom of wooden trash can corals. This includes large trash items such as beach chairs, canopies, beach toys, etc.
- Blow and/or sweep all sand and debris from paved parking areas and sidewalks. Collect and remove sand/debris. Do not blow sand/debris into roadway or adjacent properties.
- Ensure sidewalks in front of each applicable beach access are edged, trimmed and free of sand and debris.
- Blow, sweep and remove all sand and other debris from beach mats, walkovers and boardwalks.
- Edge, trim and cut all vegetation back from natural walking paths, boardwalks, beach mats and walkovers to ensure a clear walking path from parking area to the beach.
- Remove all dead, dying, diseased, interfering and weak tree and bush branches and other vegetation.

Semi Annually (twice per year):

- Prune all trees and bushes within parcel boundaries to ensure vehicle, golf cart and pedestrian clearance. All trees and bushes should look uniform and not overgrown. Trees and bushes should be pruned to a shape typical of the species of tree or bush being trimmed.

As needed: Contractor shall provide an as needed price for additional related grounds maintenance services outside the scope of this RFP on an hourly basis.

Beach Access Parcel Boundaries: Contractor shall be responsible for confirming and ensuring that each beach access is serviced within the perimeter of each property line. Property lines are available to view on the Colleton County GIS mapping tool and are attached to this document as Exhibit A.

Work hours: During the summer months (Memorial Day to Labor Day), work shall be performed early in the morning to avoid vehicular and pedestrian traffic. If contractor is unable to properly perform work due to vehicle obstructions, it is the contractor's responsibility to return within the next day to complete the work.

Personnel and Equipment:

Contractor shall provide all material, equipment and personnel necessary for the performance of this contract.

Removal and Disposal:

Any debris, grass clippings, tree and bush clippings shall either be placed on the curb per the instructions below or removed by the contractor and taken to the Town's convenience center for removal or taken off site out of the town limits by contractor.

Debris meeting the following requirements may be placed on the curb for pickup:

Yard trash shall be placed in neat piles at curbside: Leaves, pine straw, pampas and grass clippings, small shrubbery clippings, etc., must be placed in yard waste bags or other containers. Such loose material placed at the curb, not in a yard waste bag or other container, will not be collected. Brush, limbs, and shrubbery trimmings that are not containerized must be neatly stacked and bundled together in a consistent manner. Each bundle shall not exceed what would be considered routine (non-commercial), bi-weekly yard maintenance.

Work Crew Supervision:

The contractor shall always have a qualified supervisor on site while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the Town.

Pricing:

Monthly Beach Access Grounds Maintenance: _____

Annual Beach Access Grounds Maintenance: _____

As Needed Grounds Maintenance Hourly Rate: _____

THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

TOWN OF EDISTO BEACH

CERTIFICATE OF

INSURANCE REQUEST

In accordance with your agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed.

- The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:
- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the Town of Edisto Beach as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- General Liability – Commercial General Liability Limit for bodily injury, personal injury and property damage \$500,000 per occurrence;
- Automobile Liability - \$500,000 combined single limit per accident for bodily injury and property damage.
- Workers' Compensation and Employers' Liability – Workers' Compensation in the State of South Carolina and Employers' Liability minimum of \$300,000 per accident. (No exceptions)
- Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Finance Department
psaunders@townofedistobeach.com
or fax to 843-869-3855

And follow with original via mail to same at:
Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

BID SHEET

BID NO. 2022-11

BID TITLE: Beach Access Grounds Maintenance

Monthly Price: _____

Annual Price: _____

Hourly Rate: _____

CONTRACTOR: _____

Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

By signing this I, _____ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.

Signed

Date

Print

Addendum Sheet
BID NO. 2022-11
BID TITLE: Beach Access Grounds Maintenance

CONTRACTOR: _____
Authorized Representative

ADDRESS _____

TELEPHONE _____

CELL PHONE _____

FAX _____

EMAIL _____

The Bidder acknowledges receipt of the following addendum by signing and dating below.

Addendum No.	Date	Signature