

**Request for Quotes
2023-03
Grounds Maintenance: Parks and Civic Center**

**Town of Edisto Beach
Administration Department
Mark Aakhus**

The Town of Edisto Beach is accepting quotes to provide equipment and personnel to mow, edge, string trim, blow, and remove any trash and debris from Bay Creek Park and adjacent parking lot (McConkey Square), Burley L. Lyons Park and the Edisto Beach Civic Center per the below boundary and location maps. All sidewalks, paths, parking areas, etc. must be edged, cleared and free of vegetation during each service. Grounds maintenance services shall occur biweekly (once every two weeks) from March 1 through October 31 and monthly from November 1 through February 28.

Return quotes to Mark Aakhus at maakhus@townofedistobeach.com **by April 28, 2023.**

1. Bidder, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment.
2. **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.
3. **MISTAKES:** Bidders are required to examine the specifications and all instructions pertaining to the requirements of this request for quotes. Failure to do so will be at bidder's risk.
4. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices quoted. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the request for quote number on all invoices. Invoices will be processed for payment when approved by the user department.
5. **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.

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 bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources (§200.318(h)) 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. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Town Administrator within the time provided.
4. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder.
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
5. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
6. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for

obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

7. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date as quoted may result in bidder being found in default. This non-conformance to quote conditions may result in immediate cancellation of the contract.
8. **ASSIGNMENT:** Any contract issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
9. **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.
10. **PLACING OF ORDERS:** The award of this quote 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.
11. **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.
12. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this quote, 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.
13. **UNAUTHORIZED ALIEN(S):** The bidder 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**.

14. **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.
15. 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:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. 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. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
4. **AREA CLEAN-UP REQUIREMENTS**
 - a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
 - b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean.
5. **INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the quote documents.

Boundary and Locations Maps

Bay Creek Park and adjacent parking area (McConkey Square):



Burley L. Lyons Park:



Civic Center:



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

TOWN OF EDISTO BEACH

2414 Murray Street

Edisto Beach, SC 29438

Grounds Maintenance (Parks and Civic Center)

THIS CONTRACT is entered into by and between the Town of Edisto Beach and _____
(contractor).

PURPOSE: The purpose of this contract is to secure the services of the Contractor in accordance with the specifications set forth in RFB 2023-03 Grounds Maintenance (Parks and Civic Center).

IN CONSIDERATION of the mutual promises and understandings contained in this contract, the Contractor and Town agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide the mowing services for the Town described in the "Request for Quotes. 2021-12" which is attached as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
 - a. The period of performance under this Contract shall be from May 15, 2023 through May 15, 2024, unless sooner terminated or extended as provided herein.
 - b. The Town reserves the right to extend this contract for four additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total contract duration, with extensions, shall not exceed five (5) years. The Contractor shall respond within fifteen (15) calendar days following receipt of the Town's request for extension.
3. **COMPENSATION:**
 - a. Amount: The Town shall pay the Contractor \$_____/per month as specified in Exhibit A.
 - b. Additional Services: The Town may request the Contractor to provide additional services at a fee agreed to by both parties in advance.
 - c. Additions or Deletions: The Town may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be negotiated with contractor.
4. **PAYMENTS:** Payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by the Town within 30 days of receipt of each such invoice.
5. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A- Request for Quotes 2021-12 is incorporated into this contract.

6. **RESPONSIBILITIES:**

Contractor: The Contractor will adhere to the schedule as bid, but the Contractor, with concurrence of the Contract Administrator or her designee, may alter the performance schedule as long as the required performance is maintained. The Contractor shall converse, as needed, with the Contract Administrator or her designee to ensure that the town is satisfied with the service level.

7. **SUPERVISION/EMPLOYEES:**

The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with the Contract Manager or his/her designee.

8. **HOURS OF WORK:** The contractor shall provide a schedule.

9. **EQUIPMENT AND SUPPLIES:**

The Contractor shall supply all necessary tools, equipment, to perform the work. Work shall be performed to the satisfaction of the Town.

10. **INSURANCE.** Provide General Liability insurance limit for bodily injury, personal injury and property damage \$500,000 per occurrence, \$300,00 workman's compensation insurance, and automobile liability insurance \$500,000 combined single limit per accident for bodily injury and property damage showing the Town of Edisto Beach as additional insured.

11. **NON-EXCLUSIVITY:**

- a. Nothing contained in this contract shall be construed to limit in any way the Town's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as the town may in its sole discretion deem appropriate.
- b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.

12. **COUNTERPARTS:** This contract is to be executed in duplicate, and each duplicate shall be considered an original copy of this contract by each party for all purposes.

13. **ENTIRE AGREEMENT--**This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

AGREED:

THE TOWN OF EDISTO BEACH

Contractor

Mark Aakhus, Town Administrator

Owner Name

DATE: _____

DATE: _____

Witness

Witness