



# TOWN OF KIAWAH ISLAND

## REQUEST FOR PROPOSAL

### Landscape Maintenance Services

The Town of Kiawah Island will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of South Carolina, for the purpose of providing Landscape Maintenance and Litter Removal Services. The scope of work includes landscape maintenance and litter removal services for the Town-Owned Properties including: The Municipal Center at 4475 Betsy Kerrison Pkwy, The Roundabout at Freshfields Village, Kiawah Island Parkway and Bike Path, and Beachwalker Drive. The scope of services is further outlined in Section B of this document. The Request for Proposal Documents are available online at [www.kiawahisland.org](http://www.kiawahisland.org) or at Town Hall located at 4475 Betsy Kerrison Pkwy, Kiawah Island, SC.

Please submit four (4) copies of the proposal including the "SUBMITTAL FORMS" in addition to one electronic version of the completed proposal no later than 2:00 pm on Friday, October 15, 2021 to the Town of Kiawah Island, 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455.

All printed submittals must be sealed and identified on the outside of the envelope as follows: "Kiawah Island Landscape Services". The electronic version must be sent via email to Petra Reynolds, Town Clerk at [preynolds@kiawahisland.org](mailto:preynolds@kiawahisland.org)

Please direct all questions concerning this proposal to Brian Gottshalk, Public Works Manager at [bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org) or by phone (843) 768-9166

All proposers shall complete the "Submittal Form" page(s) and submit all information requested herein in the proposal document in its entirety, for the proposal to be responsive. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NONRESPONSIVE AND REJECTED. The Town of Kiawah reserves the right to reject any or all proposals and to waive irregularities in any document and to accept the proposal they deem in the best interest of the Town of Kiawah Island.

#### CONTENTS OF THIS REQUEST FOR PROPOSAL:

Section A:	General Terms and Conditions	pages 2-9
Section B:	Scope of Services	pages 10-13
Section C:	Offeror's Checklist	pages 14
Section D:	Submittal Forms	page 15-21
Section E:	Price Break Down	page 22-23



## SECTION A General Terms and Conditions

### 1. **General Information**

During the evaluation process, the Town of Kiawah Island reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow correction of errors or omissions.

Unless otherwise modified by the Town of Kiawah Island with an Addendum, the terms and conditions in this RFP shall prevail. The Town of Kiawah Island reserves the right to reject, in whole or part, any proposal that does not comply with such terms and conditions.

The Town of Kiawah Island reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.

There is no expressed or implied obligation for the Town of Kiawah Island, South Carolina to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

### 2. **Submission and Withdrawal of Proposals**

Proposals are to be submitted in sealed envelopes, marked, and addressed as directed in this RFP. Failure to do so may result in the premature opening of, or a failure to open such proposals.

Sealed proposals shall be submitted by mail and email to Petra Reynolds, Town Clerk for the Town of Kiawah Island at 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455. Please submit FOUR (4) copies of the proposal including the "SUBMITTAL FORMS" in addition to one (1) electronic version of the complete proposal no later than 2:00 pm on Friday, October 15, 2021. All submittals must be sealed and identified on the outside of the envelope as follows: "Kiawah Island Landscape Services". The electronic version must be sent via email to Petra Reynolds, Town Clerk at [preynolds@kiawahisland.org](mailto:preynolds@kiawahisland.org)

Offerors mailing proposals should allow sufficient mail delivery period to ensure timely receipt of their proposals by the Town of Kiawah Island. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.

If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change.

Proposals may be withdrawn by written request received from the Offeror prior to the submittal deadline.

**3. Preparation of Proposal**

- (a) All proposals should be complete and carefully worded and must convey all the information requested by the Town of Kiawah Island. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- (b) The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and any supplementary presentation (including any oral presentation) requested by the Town.
- (c) Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
- (d) The Town prefers a single, qualified company or entity to be responsible for providing services described herein.

**4. Non-Collusion Oath**

Every Proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Offeror or in the case of a corporation, by a duly authorized representative of the said corporation. The Non-Collusion Oath is provided herein. (See Submittal Forms).

**5. Gratuities and Kickbacks**

- (a) It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory' capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- (b) It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (c) Violation of this clause may result in contract termination.

**6. Addendums and Changes**

No oral interpretation will be made to any Respondent as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing to the Town of Kiawah Island, ATTN: Brian Gottshalk, 4475 Betsy Kerrison Parkway, Kiawah Island, South Carolina, 29455. questions may be emailed to bgottshalk@kiawahisland.org, but it shall be the responsibility of the sender to confirm receipt by the Town. Only those written inquiries received ten (10) or more working days prior to the date fixed for the opening of RFP's will receive a response. Any interpretation made to a Respondent shall be in the form of an Addendum to the Documents and, when issued, will be on file in the Town of Kiawah Island at least five (5) calendar days before the proposals are opened. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents, and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. All addenda received shall be listed on the outside of the RFP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFP proposal envelope may be declared a non-responsive proposal. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

**7. Ownership of Documents**

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFP including correspondence relating to this RFP) shall, upon delivery to the Town, become the property of the Town of Kiawah Island.

It is understood and agreed that all documents including detail reports, plans, original tracings, specifications and alt data prepared or obtained by consultant in connection with its services hereunder, including all documents bearing the professional seal of the consultant, thereunder, shall be delivered to and become the property of the Town of Kiawah Island, prior to final payment to consultant at the termination of the agreement.

**8. Selection Process**

(a) All proposals received shall be subject to an evaluation by a review committee who will review and analyze all submittals to rate the firms and make a recommendation to the Ways and Means Committee and Town Council. The selection shall be made in order of preference, based on the criteria included in this RFP.

(b) Each submittal will be evaluated based on the following categories:

	<u>Maximum Points</u>
1) Professional Experience	30
2) Reasonableness of Price	30
3) References from Previous Clients	20
4) Technical Capabilities	20
<hr/>	
Maximum Total Points	100

(c) The Town of Kiawah Island may request oral presentations or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposal sections, both cost and technical, should be complete, concise and reflect the most favorable terms available from the offeror.

If the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Kiawah Island Municipal Center, 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455. The cost of such presentations shall be borne solely by the Offeror.

(d) Any or all submittals may be rejected in whole or in part as may be specified in this RFP when it is in the best interest of the Town.

(e) During the review process, the Town may request additional financial information from all Offerors.

**9. Award**

The award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Kiawah Island, taking into consideration the evaluation factors outlined in this RFP.

**10. Notice of Award of Contract**

- (a) A written Notice of Award of Contract will notify the successful offeror of acceptance of its proposal. The successful offeror shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful offeror prior to issuance of the Notice to Proceed.
- (b) The successful offeror shall be required to execute a formal contract before work can proceed.

**11. Notice to Proceed**

A "Notice to Proceed" will be issued only after the successful offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s), as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

**12. State and Local Taxes**

- (a) Except as otherwise provided, contract prices shall include all applicable state and local taxes.
- (b) Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of contractor's failure to pay any tax of any type due in connection with this Agreement.

**13. Permits and Licenses**

Offerors and are responsible at all times for obtaining applicable licenses to include but not limited to appropriate business licenses.

**14. Offeror Representations**

By submitting a proposal, each offeror represents that:

- (a) The offeror has read and understood this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- (b) The offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- (c) The proposal is based on the terms, materials, systems, and equipment required by this RFP, without variance.

- (d) The offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- (e) The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP.

The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation concerning the proposal submitted by the offeror or to any contract arising out of this RFP.

15. **Equipment and Staffing**

- (a) If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in work covered by the RFP and provided by the successful offeror are to be new and of the most suitable grade for the purpose intended. When requested, the successful offeror shall furnish to the Town for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the equipment.
- (b) By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above-described work in a professional, timely manner.
- (c) By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above-described work in a professional, timely manner.

16. **Independent Contractors**

The Offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

17. **Insurance Requirements**

The successful offeror, at his own expense, shall keep in force and always maintain during the term of any contract resulting from this RFP the insurance requirements outlined in this RFP. (See Submittal Forms)

The successful offeror shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

18. **Suspension of Work**

The Town may order the successful offeror in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Kiawah Island, or for noncompliance with the contract requirements.

19. **Termination for Convenience of the Town of Kiawah Island**

The Town of Kiawah Island by written notice may terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the Town of Kiawah Island, or for noncompliance with the contract requirements.

20. **Contractor Use of Site and Premises**

(a) Successful Offeror shall cooperate with and accommodate related work performed by the Town, or any work performed under separate contract by another contractor or subcontractor, on-site during the contract period. It shall be the successful offeror's responsibility to coordinate its work on site.

(b) All work shall be coordinated through the Town's authorized representative.

21. **Non-Discrimination**

The contractor shall not discriminate against any individuals based upon age, sex, race, disability, or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

22. **Drug-free Work Space**

Contractor shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1796, as amended).

23. **Incorporation by Reference**

The contents of this RFP, including all drawings, attachments, specifications, and any addenda will become part of the contract for this project.

24. **Rejection of Proposals**

The Town of Kiawah Island reserves the right without prejudice to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Town.

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals, or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.



## **SECTION B Scope of Services**

### **General Overview**

The Town of Kiawah Island is a residential community with a resort (current population of over 1600 full time residents) located on the coast of South Carolina. The Town is located approximately 20 miles southwest of Charleston.

The Town-owned properties that require landscape maintenance include: The Municipal Center grounds at 4475 Betsy Kerrison Pkwy, Kiawah Island Parkway and Bike Path, The Flagpole area and Roundabout at Freshfields Village, The Flagpole area and surrounding median located before the intersection of the Parkway and Beachwalker Drive, Beachwalker Drive and Bike Path ending at Beachwalker County Park. The maintenance contract will run for three (3) years (January 1, 2022 – December 31, 2024). There will be an option to extend the contract for two (2) additional 1-year periods.

### **Detailed Scope of Services**

The routine landscape maintenance required varies by season and must include the following for all Town-owned properties:

#### *Growing Season – April through October*

- Weekly edging of all roadway and path edges. Contractor shall maintain a clean and smooth edge. Roadways and bike path shall be maintained free of dirt, mulch, pinestraw, and debris.
- Weekly mowing and lawn debris removal. All debris must be disposed of offsite and cannot be blown into the marsh or woods.
- Weed control – Weekly as needed. Bidder shall submit product information for all herbicides to be used in plant beds. Organic weed products are preferred. Weeds in flowering perennial beds should be hand-pulled to minimize harm to pollinator insects.
- Fertilization – As needed. Bidder shall submit proposal for recommended fertilization schedule for all beds and lawn areas. Bidder shall provide product information for fertilizer that shall not harm or discourage the propagation of pollinators. Organic fertilizers are preferred.
- Chemical applications to turf – As needed. Bidder shall submit lawn care schedule along with product information indicating chemical lawn care treatment shall not be detrimental to pollinators or surrounding landscapes. Organic lawn care products are preferred.

- Trash and Debris Removal – Trash cans must be emptied and litter/debris picked up in all areas 3 times per week. Roadways, parking lots, and bike path should be blown at a minimum of once-per-week. Ideal schedule for trash pickup is Monday, Thursday, Saturday. Walkways and curbs will be free of dirt, mulch / pine straw. Catch basins must be checked at the request of the manager and after storms to ensure they are free of debris.
- Pruning/Deadheading – As needed.

*Dormant Season – November-March*

- Trash and Debris Removal – Trash cans must be emptied and litter/debris picked up in all areas 3 times per week. Roadways, parking lots, and bike path should be blown as needed. Ideal schedule for trash pickup is Monday, Thursday, Saturday. Walkways and curbs will be free of dirt, mulch / pine straw. Catch basins must be checked at the request of the manager and after storms to ensure they are free of debris.
- Weed control – Weekly as needed. Bidder shall submit product information for all herbicides to be used in plant beds. Organic weed products are preferred. Weeds in flowering perennial beds should be hand-pulled to minimize harm to pollinator insects.
- Monthly edging of all roadway and path edges. Contractor shall maintain a clean and smooth edge.
- Bi-weekly mowing and lawn debris removal. All debris must be disposed of offsite and cannot be blown into the marsh or woods.
- Chemical applications to turf – As needed. Bidder shall submit lawn care schedule along with product information indicating chemical lawn care treatment shall not be detrimental to pollinators or surrounding landscapes. Organic lawn care products are preferred.
- Pruning – As needed for plant health and driver safety. Pruning should maintain the natural shape of existing trees, shrubs, and grasses.

### *Additional Requirements for all Town-owned properties*

Irrigation – The irrigation system in all areas is currently fully operational. All irrigation systems within the contract area will be monitored for optimum water application, following a continuous maintenance program with a consistent level of monitoring the system for insuring continuous proper functioning of the irrigation system. There must be a minimum of 4 pre-scheduled quarterly inspections, including a written report delivered to the Town, of the irrigation system in its entirety each year. Owner representative must be notified in advance of each of these four scheduled inspections.

Warranty – Bidder shall warranty **all** plant material within landscape beds through the duration of their maintenance contract. Both plant cost and labor shall be included in the replacement of any plant material. Owner understands that bidder shall not be responsible for “Acts of God” that destroy any plant material.

Turf Aeration – Annually for all turf areas.

Tree Management – Palm fronds, dead, broken or unsightly tree limbs that can be reached without an extension ladder shall be removed. A semi-annual inspection (Spring & Fall) and report on all common area trees must be undertaken and recommendations for maintenance will be presented to the Town.

Soil Testing – Bidder shall provide annual soil testing for each area. Soil test locations must be representative of the areas, identified in the field, and approved by the Town prior to testing. Soil test locations will not exceed 50. Results shall be used to aid in the selection of the fertilizer and other chemical applications to the beds and lawn areas. Bidder shall provide documentation from a certified horticulturalist regarding recommendations of chemical applications.

### *Detailed Requirements for Individual Properties*

Municipal Center – This 21-acre site is the home of the Town's main office. As such, it is a major focal point of visitors to the island. The Municipal Center and parking area are surrounded by grasses, roses, perennials, and trees. Normal maintenance of this property will follow the growing and dormant season guidelines as detailed above. In addition, all bed areas will require pine straw twice per year. Property includes 3 trash cans.

Flagpole and Roundabout (Circle) – This site contains a native perennial/grass bed in the center island along with turf and trees. The property includes the four island beds along road accesses. Normal maintenance of this property will follow the growing and dormant season guidelines as detailed above. In addition, all bed areas will require an annual application of 2” of double-shredded hardwood mulch. Additional quarterly mulch applications will be required in areas of wash out.

Kiawah Island Parkway – Approximately 2.4 mile island causeway that includes a Bike Path along its entire length. The Parkway extends from the Roundabout to the intersection with Beachwalker Drive. Both sides of the roadway have planting beds and turf areas. There are two planting beds that contain annuals that will require biannual change out. The first is located in front of the Town of Kiawah Island sign on the Parkway near the roundabout and the second is located in front of the second Town of Kiawah Island sign at the intersection of the Parkway

and Beachwalker Drive. Normal maintenance of this property will follow the growing and dormant season guidelines as detailed above. In addition, all bed areas will require an annual application of 2” of double-shredded hardwood mulch. Property includes 3 trash cans.

Beachwalker Drive – Beachwalker Drive is approximately one (1) mile long with several flowerbeds on both sides of the roadway. Normal maintenance of this property will follow the growing and dormant season guidelines as detailed above. In addition, all bed areas will require pine straw twice per year. Property includes 1 trash can.

All non-routine maintenance or activities outside of the scope of services must be discussed with the Town prior to the start of work. Please provide a detailed listing of prices for all non-routine maintenance.



## SECTION C Offeror's Checklist

NOTE: These items are the criteria on which your proposal will be evaluated. Please make sure that the following items are included with your submittal:

- Submittal Form (Required)
- Non-Collusion Oath (Required)
- Documentation of Insurance Coverage (Required)
- Copy of Business License (If applicable)
- Minority/Women-Owned Business Certification (Preferred but not required)
- Organization Information – (Required)
- Personnel List (i.e., names of persons to be used in this engagement) (Required)
- Equipment List - Please include a listing of equipment to be used to perform the scope of work. This list should include any battery-powered equipment or plans to convert existing gasoline-powered engines to battery or electric. (Required)
- References (Required)
- Pricing Form

You do not have to submit the Offeror's Checklist. This list is included for your convenience. However, all required information must be provided.

Failure to submit the required items may deem your submittal to be non-responsive.

DATE: \_\_\_\_\_, 2021

**ORGANIZATIONAL INFORMATION**

NAME OF OFFEROR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:**

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The offeror understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

**I. PERSONNEL AND TIMELINE:**

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

---



---



---



---



---



---



---



---



---



---

**II. EXPERIENCE:**

**At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.**

1. **COMPANY NAME:** \_\_\_\_\_

Contract Title \_\_\_\_\_

Contract Period: From \_\_\_\_\_ To \_\_\_\_\_

Geographic Area Served \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contracting Office: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**II. EXPERIENCE (Continued):**

2. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

5. **COMPANY NAME:** \_\_\_\_\_  
Contract Title \_\_\_\_\_  
Contract Period: From \_\_\_\_\_ To \_\_\_\_\_  
Geographic Area Served \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contracting Office: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUSINESS LICENSE:**

The Offeror is not required to have a valid business licenses to submit a Proposal. However, the offeror must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

\_\_\_ Yes \_\_\_ No If yes, list the number \_\_\_\_\_

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

**INSURANCE:**

The successful offeror, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

**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.

**AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

**WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

The successful offeror shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

**INDEMNIFICATION**

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits a notice, the offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

**MINORITY/WOMEN-OWNED ENTERPRISE:**

Are you a Minority or Woman-Owned business? \_\_\_ Yes \_\_\_ No

If so, are you certified? \_\_\_ Yes \_\_\_ No

If you are certified, you must furnish a copy of your certificate with your submittal.

### NON-COLLUSION OATH

COUNTY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Authorized Signature for Offeror

Please print Offeror's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Bike Path	
Roundabout (Circle)	
Municipal Center	
Beachwalker Drive and Bike Path	
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	
Annual aeration of all turf areas within the contract	
Tree Management	
Warranty for all plant material (includes plants and installation)	
Soil testing	
Subtotal	

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	Cubic Yards	
Roundabout (double shredded hardwood mulch 1x)	Cubic Yards	
Municipal Center (Longleaf pine straw 2x per year)	Bales	
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	Bales	
Subtotal		

<b>Total Cost</b>	
-------------------	--

Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	
Longleaf pine needles per bale (installed)	
Laborer hourly rate	
Supervisor hourly rate	
Subtotal	

NAME OF COMPANY: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Print Name

Title: \_\_\_\_\_ (i.e., Owner, Partner, Corporate Officer, etc.)

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

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

Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

Is your firm a \_\_\_\_\_ Corporation, \_\_\_\_\_ Sole Proprietorship, or \_\_\_\_\_ Partnership?

If incorporated, please list state of incorporation: \_\_\_\_\_

FEIN or SSN: \_\_\_\_\_