



**BID SPECIFICATIONS  
IFB 2015-0005**

**SHELTER COVE PARK**

**LANDSCAPE MAINTENANCE AND LITTER CONTROL**

Facilities Management Division  
12A Gateway Circle  
Hilton Head Island, SC 29926  
843-342-4581

**TOWN OF HILTON HEAD ISLAND  
INVITATION FOR BID  
LANDSCAPE MAINTENANCE AND LITTER CONTROL  
SHELTER COVE PARK  
IFB 2015-0005**

The Town of Hilton Head Island is soliciting sealed bids for a multi-year contract from qualified Contractors for the performance of landscape maintenance and litter control at Shelter Cove Park in accordance with an established scope of work/specifications. Bid information and forms can be obtained from the Town's website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) or from contacting Facilities Management.

A **mandatory** pre-bid meeting will be conducted at 10:00 AM on Monday March 2, 2015 at FACILITIES MANAGEMENT, 12A Gateway Circle, Hilton Head Island, SC. **The Town will only accept bids from those Contractors in attendance at this meeting.**

Sealed bids are due no later than 10:00AM, Tuesday, March 17, 2015. Bids will be opened at TOWN HALL, One Town Center Court, Hilton Head Island, SC at 10:05 AM the same day. No late bids will be accepted for any reason. No faxed bids will be accepted.

The award of a contract for these services will be based on the following criteria:

- Cost - adequacy of the proposed work force/equipment required to perform these services.
- Responsiveness - responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **"IFB 2015-0005 "SHELTER COVE PARK LANDSCAPE MAINTENANCE"**. Hand carry bid to the Receptionist at Town Hall, One Town Center Court, Hilton Head Island, SC, or deliver by traceable means, i.e. Fed Ex; to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Tom Fultz (IFB 2015-0005).

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bid; or to procure or contract for any articles of goods or services.

Any bidder/offeror qualified for the "LOCAL VENDOR PREFERENCE" should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) or can be obtained by contacting Tom Fultz at 341-4600. If certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and shall contain a statement that the bid is good for a period of at least 60 days from the date of bid opening.

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.

#### BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Failure of your bid to comply with these requirements will render it non-responsive. Included in the bid information, is a sample contract format that will be used for the award of these services for reference only.

For more information concerning this solicitation, please contact Alice Derian at 843-342-4581.

## **SCOPE OF WORK/SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

The Contractor shall provide timely and professional services in accordance with the requirements and provisions specified herein.

The Contractor shall work closely with the Town of Hilton Head Facilities Management Division to assure quality landscape maintenance and litter control.

The Contractor shall employ workers who are competent and properly trained to perform the required work. Employees of the Contractor shall not be considered employees of the Town of Hilton Head Island.

The Contractor shall be responsible for supervising the work to assure compliance with all requirements specified herein.

The Contractor shall provide by the first of each month a schedule of all regularly scheduled maintenance activities, as well as additional services stated herein, such as spraying for insect/disease control, mulching, major pruning, application of fertilizer and any other required tasks planned for that month. The Town will provide written approval of the scheduled activities via signing the schedule provided by the Contractor.

Prior to execution, the Contractor shall make written requests for any changes to the approved maintenance schedule. The Town will provide written approval of any such changes.

### **LITTER CONTROL/DEBRIS CLEAN-UP**

Litter shall be defined as paper, cardboard, landscape debris, shopping carts, cigarette butts and any other miscellaneous item as determined by the Town.

The Contractor shall be responsible for removing all litter and debris prior to mowing and performing any other landscape services throughout the entire park. Shopping carts shall be returned to the appropriate stores.

Litter shall be picked up weekly and shall be disposed of at the Contractor's cost.

Any large or hazardous litter spills shall be picked up immediately upon notification by the Town.

Walkways, patios, lower decks, steps, service yards, playground, road and parking areas will be blown clean as needed. Leaf debris is to be removed from turf areas. Excessive leaf debris will be removed and disposed of off-site, as needed.

## **TURF CARE**

All turf areas shall be maintained in a first class manner at all times. The quality of turf is to be determined by density, color and uniformity.

### **A. Mowing**

All non-sports turf will be mowed to a height that is best for its variety. All Celebration Bermuda turf areas shall be mowed with a rotary sports or reel mower, (2) times per week during the growing season (March 1<sup>st</sup> through November 30<sup>th</sup>) and weekly during the non-growing season (December 1<sup>st</sup> through February 28<sup>th</sup>). Mowing patterns shall be employed to encourage upright growth and permit recycling of clippings where possible. Striping of the turf will be completed by alternating mowing patterns, to enhance the appearance of the turf.

To prevent tearing the grass, rotary blades are to be inspected by the Contractor weekly and replaced if necessary. Blades on reel mowers will be sharpened at least (2) times per year and back lapped as needed to prevent tearing the grass blades during mowing operations.

### **B. Aeration & Top Dressing**

All Celebration Bermuda turf will be VertiCut, Aerated and Top Dressed (2) times per year, in the spring and fall. Soil analysis will be conducted by an accredited soil testing laboratory. A copy of the soil sample results will be available to the Town upon request. All sand or soil used for top dressing the turf will be selected to supplement the soils sodium and calcium levels, according to the soil sample's results.

### **C. Fertilization**

Professional grade Fertilizers will be applied (6) times per year during the months shown below. The contractor shall use a fertilizer ratio that will be most beneficial to the turf, depending on the time of application.

March and August	33% Slow Release Nitrogen (4-1-2)
April	33% Slow Release Nitrogen (3-1-3)
May and September	25% Slow Release Nitrogen (1-0-1)
June	33% Slow Release Nitrogen (2-0-1)

### **D. Edging and Trimming**

Mechanical edging along sidewalks, curbs and bedding area will be performed weekly during the growing season (March 1<sup>st</sup> through November 30<sup>th</sup>) and as needed to maintain a neat appearance during the non-growing season (December 1<sup>st</sup> through February 28<sup>th</sup>). Turf shall be kept away from the base of trees in at least a six-inch radius to help prevent mechanical damage. Edges along fence lines, walks, structures, etc. will be kept trimmed or sprayed so unsightly tufts along edges do not distract from the appearance of the site.

**E. Weed Control**

Pre-emergent herbicides will be applied twice per year, in the spring and fall. Post emergent herbicides will be applied as needed throughout the year to maintain a neat and uniform appearance.

**F. Pest Control**

Fungicide and insecticide will be applied as needed, to prevent any damage to the turf.

**TREE, SHRUB & VINE CARE**

**A. Weeding of Plant Beds**

Weeding shall be done using pre-emergent and post emergent herbicides labeled for this use, mechanical methods and by hand. Beds will be kept weed-free to maintain a neat appearance.

**B. Pruning – Trees**

Trees up to 10 feet in height will receive annual pruning as needed, to thin the crown and establish a healthy structure.

All (50) Sabal Palm trees will be pruned (1) time per year to remove seed pods and dead palm fronds. All debris is to be removed from the site immediately following the pruning operations and disposed of at contractor's cost.

**C. Pruning – Shrubs**

A continuous program of pruning will be performed to all shrubs and groundcovers. Plants will be trimmed to promote flower development, foliage growth and shape. Trees and ornamental plants around traffic/directional signs shall be pruned/maintained to maximize visibility for pedestrian and vehicular traffic.

**D. Pruning – Vines**

Vines shall be pruned and trained to conform to design intentions. Vines will be secured to support structures, as needed, up to ten feet.

**E. Fertilization**

Fertilization shall be applied twice per year in the spring and fall with a 4-1-2 ratio slow release fertilizer.

**F. Pest Control**

The Contractor shall apply fungicide and insecticide as needed, to prevent any damage to the plant material.

**WATER & IRRIGATION SYSTEM MANAGEMENT**

**A. The Contractor shall monitor the system on a regular basis to assure proper function.**

Minor adjustments to time clocks and spray head alignment will be made as needed, including adjustments from winter to summer operation. Serious malfunctions shall be

reported to the Town immediately and will be repaired on a time and materials basis upon approval by the Town.

## **PINE STRAW**

- A.** Pine straw shall be applied to all beds, (2) times per year, in the spring and the fall. Each application will consist of trenching new bed lines, spreading long leaf pine straw at 3” depth and tucking all bed lines upon completion. The first application shall be performed between September 1<sup>st</sup> and October 1<sup>st</sup> and the second application shall be done between February 15<sup>th</sup> and March 15<sup>th</sup> or as determined by the Town.

## **SEASONAL COLOR**

- A.** Annual flower beds will be changed out (3) times per year, in the spring, summer and winter. Each change out will consist of tilling and amending the soil, planting premium-grade annual flowers and tropical foliage, applying fertilizer, insecticide and pine bark mulch. All annuals shall be submitted to the Town for approval before planting. All annual beds will be maintained during weekly maintenance visits.

## **MISCELLANEOUS**

- A.** Low Voltage Lighting System  
The Contractor shall inspect the system weekly.
- B.** Dead Plant Material  
The Contractor shall be responsible for notifying the Town of any dead plant material and, upon instruction by the Town, removing the material. The Contractor shall be responsible for replacing the plant material at no cost to the Town should it be determined that the material declined due to the Contractor’s negligence.
- C.** Appropriate work zone safety provisions shall be made at all times for the protection of pedestrians and workers.
- D.** All workers shall wear ANSI compliant safety vests at all times when performing the requirements of this contract.
- E.** All work shall be performed during daylight hours.
- F.** All mowing equipment shall have safety lighting, turf type tires and deflective shielding on the mower decks. All mower blades shall be replaced or sharpened as needed.
- G.** All tools and equipment shall be appropriate for the task performed and shall be maintained in good working condition.

- H. Application of pesticides shall be done in accordance with all applicable laws and under the direct supervision of a South Carolina Certified Pesticide Applicator.

## **PERFORMANCE REQUIREMENTS**

- A. The Contractor shall be responsible for coordinating, scheduling and supervising all work activities.
- B. All work is subject to inspection by the Town for compliance with these specifications. All incomplete or improperly performed work shall be rectified immediately.
- C. The Town shall withhold payment for work that is deemed incomplete or improperly performed during the previous month. The Contractor shall be required to meet all tasks of this contract during the specified timeline for each. The Contractor and the Town will meet prior to the end of each month to review contract performance prior to the submission of invoices for that month. Failure on the part of the Contractor to perform all tasks in accordance with the specifications may result in non-payment of those services not deemed to be performed to an acceptable standard. Any repeated failure to correct noted deficiencies shall result in cancellation of this contract.
- D. Adverse weather conditions may delay the schedule of work to be performed, but shall not eliminate the performance requirement for any work specified herein.
- E. All noticed maintenance needs not covered in these specifications (such as drainage, potholes, dead animals, etc.) shall be reported to the Facilities Management Division immediately.

## **EQUIPMENT REQUIREMENTS**

- A. At a minimum, the Contractor shall have available at all times the following equipment to perform the specifications herein:

- |                                  |                        |
|----------------------------------|------------------------|
| (1) Rotary Sports and Reel Mower | (3) string trimmers    |
| (2) back pack blowers            | (2) edgers             |
| (1) push blower                  | (2) back pack sprayers |

The Contractor shall also have available all ancillary tools and equipment needed to perform the specifications herein (shovels, rakes, pruners, etc.)

## **PLANT REPLACEMENT AND ADDITIONAL SERVICES**

When the scope of additional services warrants for replenishing rubber mulch, playground sand and other services, a written proposal shall be submitted for review and written acceptance by the

Town. Additional services shall only be performed on a “time and materials” basis when conditions so warrant.

## **INSURANCE REQUIREMENTS**

The Contractor shall provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

Worker’s Compensation Insurance:	Statutory Amount
Aggregate General Liability Insurance:	\$2,000,000.00
Comprehensive Vehicle Liability Insurance:	\$2,000,000.00

**SHELTER COVE PARK  
Landscape Maintenance and Litter Control  
IFB 2015-0005**

We have reviewed the specifications/scope of work for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required services from April 1, 2015 until March 31, 2018 for the sum of \$\_\_\_\_\_ annually. The contract may be renewed for an additional two year period if both parties agree to the terms and conditions set forth by the original contract.

The following companies may be contacted for references:  
(List company, contact name and telephone number)

Reference 1: \_\_\_\_\_

Reference 2: \_\_\_\_\_

Reference 3: \_\_\_\_\_

This bid is in effect for 60 days following bid opening

COMPANY: \_\_\_\_\_

Owner/Manager: \_\_\_\_\_

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

\_\_\_\_\_

Business License # \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Attach Certificate of Insurance and Town of Hilton Head Island Business License to Bid Form

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT**

**THIS AGREEMENT** is made this <<Date>> between <<Company Name>> ( hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town has a requirement to <<list service or supply>>;

**WHEREAS**, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to satisfactory completion as determined by the Town.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain Two Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.
10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
  - 12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:
    - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or
    - (b) employing only workers who, at the time of said employment:
      1. possess a valid South Carolina driver's license or identification card; or
      2. are eligible to obtain a South Carolina driver's license or identification card

by providing proof of name, social security number and date and place of birth; or  
3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

**WITNESSES:**

**<<CONTRACTOR'S FULL NAME>>**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WITNESSES:**

**TOWN OF HILTON HEAD ISLAND**

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

By: \_\_\_\_\_

**Gregory D. DeLoach, Esq.,**

**Its: Assistant Town Manager**