



Waccamaw Economic Opportunity Council, Inc.

The Community Action Agency serving Horry, Georgetown and Williamsburg Counties



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WACCAMAW ECONOMIC OPPORTUNITY COUNCIL, INC.
1261 Highway 501 East, Suite B
Post Office Box 1467
Conway, South Carolina 29526

BID NUMBER: 2018-04 LAWN MAINTENANCE SERVICES

DATE/TIME RECEIVED: Monday, August 20, 2018 by 2:00 pm

MAILING ADDRESS:
Waccamaw Economic Opportunity Council, Inc.
Post Office Box 1467
Conway, South Carolina 29528-1467
Attention: Janice Wideman

STREET ADDRESS:
Waccamaw Economic Opportunity Council, Inc.
1261 Highway 501, East, Suite B
Conway, South Carolina 29526
Attention: Janice Wideman

Waccamaw Economic Opportunity Council, Inc. encourages Minority Businesses to participate.

IMPORTANT OFFEROR NOTES

1. The Bid Number and Title of the bid must be shown on the outside of the package.
2. Federal Express and UPS do **not** guarantee delivery to Waccamaw Economic Opportunity Council, Inc. before 2:00 PM Eastern Time on Next day Service.
3. If this bid was downloaded from our website, you must register a contact name, company name, fax number and/or e-mail with the Finance Director to ensure that your name will be added to the contact list for future amendments and addenda.

This solicitation does not commit Waccamaw Economic Opportunity Council, Inc. to award a contract, to pay any cost incurred in the preparation of a bid/proposal, or to procure or contract for goods or services. It is the responsibility of each bidder to see that Waccamaw Economic Opportunity Council, Inc. receives bids on, or before, date and time specified for the receipt of bids. No bid will be accepted thereafter, Waccamaw Economic Opportunity Council, Inc. assumes no responsibility for delivery of bids that are mailed. Waccamaw Economic Opportunity Council, Inc. reserves the right to accept or reject any or all bids and to waive any informalities and technicalities in the bid/proposal process.

No plea of not being aware of conditions that exists or may hereafter exist regarding this bid/proposal as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as any basis for any claim whatsoever.

INSTRUCTIONS FOR BIDDERS

Written sealed bids to provide Lawn Service and Maintenance for offices in Horry, Georgetown, and Williamsburg Counties, South Carolina will be received in the Waccamaw Economic Opportunity Council, Inc. Administrative Building, 1261 Highway 501 East, Suite B, Conway, South Carolina until the deadline for receipt. Bids that are not in the Finance Director's possession prior to time/date of receipt of bids will be considered **non responsive** and will remain unopened. An official authorized to bind the offer must sign all proposals submitted.

Three (3) photocopies and one (1) ORIGINAL of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER
ATTN: JANICE WIDEMAN

No bidder may submit more than one bid. Multiple bids for different entities but represented by the same firm will not be accepted. Bids offered directly from entities shall indicate if a local dealer/representative will be involved.

WITHDRAWAL OF BID

No bidder/proposer may withdraw a proposal/bid after the date and hour set for the receipt of bid.

Faxed or E-mailed bids will **NOT** be accepted by Waccamaw Economic Opportunity Council, Inc.

Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and, the conditions and specifications of this bid. The sheet shall be labeled "Exception(s)" to Bid Conditions and Specifications" and shall be attached to the bid.

Waccamaw Economic Opportunity Council, Inc. reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of Waccamaw Economic Opportunity Council, Inc. Waccamaw Economic Opportunity Council, Inc. reserves the right to reject any bid submitted, at sole option that the vendor may not meet the service requirements of the bid.

AFFIRMATIVE ACTION

The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or disability.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

GENERAL CONDITIONS

Each bidder is required to submit three (3) references which include name, address, telephone number,

Bids will not be reviewed if they are late or not responsive, i.e., containing all requested specifications, costs and other information, and submitted in the manner prescribed.

Bids will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any bid will be accepted from bidders after the closing date and time.

Questions concerning the Request for Bids will be accepted until five (5) days prior to the specified time/date for receipt of bids. All questions shall be in writing and submitted to Janice Wideman at janice.wideman@weoc.org or faxed to (843) 234-4111.

In preparation for the bid, Contractors may visit sites to examine the property. Proper notification shall be given to each site by the contractor before they are allowed their on-site visit.

Small, minority, and women owned businesses are encouraged to submit bids, with due consideration given to all bidders.

Oral explanation and/or instructions given before the award of the contract shall not be binding.

Each bid should include an anticipated date of delivery of goods and services, as well as all applicable taxes, quantity or other discounts, insurance costs, shipping and handling costs and other costs associated with the goods or services to be procured.

The offer, solicitation, or acceptance of gratuities or compensation intended to influence the bidder selection process is expressly prohibited. Waccamaw Economic Opportunity Council, Inc. reserves the right to disqualify, (with reason), a vendor from the qualified bidders list.

ADJUSTMENT OF SERVICES

Waccamaw Economic Opportunity Council, Inc. reserves the right to adjust the frequency of delivery of services or the number of locations as deemed necessary during the term of the contract.

Contractor warrants to Waccamaw Economic Opportunity Council, Inc. that all work performed as a result of this contract will be performed in a professional manner consistent with industry standards.

Services provided shall be subject to inspection by the Waccamaw Economic Opportunity Council, Inc. All work not in accordance with the Contract shall be corrected by the contractor within twenty-four (24) hours after notification of the deficiency.

Written consent from the Executive Director of Waccamaw Economic Opportunity Council, Inc. shall be submitted should any changes be made after the purchase order/contract has been awarded; otherwise, the responsibility for such changes shall be with the bidder. **VERBAL INFORMATION OBTAINED OTHERWISE WILL NOT BE CONSIDERED IN AWARDING OF BIDS.**

ADDENDUM TO BID: If it becomes necessary to revise any part of this bid an addendum will be provided in writing to all bidders receiving this bid. All addendums issued by Waccamaw Economic Opportunity Council, Inc. must be acknowledged in writing by the bidder. All addendums will be posted on the Agency's website at www.weoc.org.

DEVIATIONS: Any deviations from the scope of work indicated herein must be submitted in writing and clearly noted and explained in detail on a separate form and attached and submitted to bids. Otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder shall be held responsible thereto.

ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or part without the written consent of the Executive Director.

Applicable Laws

This agreement shall be governed by, and construed in accordance with the State of South Carolina as well as local and federal laws.

WACCAMAW ECONOMIC OPPORTUNITY COUNCIL, INC. RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY PART OF ANY BID, WAIVE INFORMALITIES AND AWARD THE CONTRACT TO THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO BEST SERVE THE AGENCY.

Award of Bid

In determining the most responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity, and skill of the contractor to perform the contract.
- (b) Whether the contractor can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the contractor with laws and ordinances relating to the contract.
- (f) Delivery time.

Contract Provisions

Equal Employment Opportunity – All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) – All Contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) When required by Federal program legislation, all constructions contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”) Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the prevailing wage determination issued by the Department of Labor in each solicitation and the award of a Contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or labors shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor Regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, “, and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contracts and subgrants in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.) Violations shall be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

SCOPE OF SERVICES

It is the intent of Waccamaw Economic Opportunity Council, Inc. to provide a Lawn Maintenance Services Program that will keep sites in a state of perpetual growth and repair. The contractor shall have working knowledge of the maintenance of grass areas, mowing, plant knowledge, debris removal and other related work areas.

The lawn maintenance shall include, but not be limited to, mowing, trimming, edging, and cleanup.

MOWING

Grass will be mowed on a bi-weekly basis or on an as needed basis. Mowing service includes turf mowing, line trimming along beds, ditches and turf edges, and cleanup of clippings and other debris from sidewalks, driveways and other hard surfaces. No mowing will be performed during wet conditions so as not to damage the turf, drainage, or soil.

General clean-up of trash, sticks, and other lawn debris left on grass and property are to be collected and disposed of by the contractor. During cleanup, no grass will be blown onto any roadway, or storm drain. Grass shall be blown from all sidewalks and curbs around the Waccamaw EOC, Inc. buildings and from the driveways.

Sidewalks and other concrete bordering will be cut by a lawn edger and/or string trimmer.

Trimming around obstacles shall include, but not be limited to, all turf edges adjacent to:

Curbs	Benches
Play areas	Flower beds
Posts (signs, lights, etc.)	Walls
Fencing (if applicable)	Trash receptacles
Buildings	Parking lots
Hydrants	Picnic tables
Walkways	Trees
Storm drainage areas	Playground equipment and borders

FERTILIZATION & WEED CONTROL

Fertilize lawn, shrubs, trees, etc. two times a year.

Spray twice a year minimum for weed control; more often if necessary. (This includes spraying cracks in sidewalks, driveways, and parking lot areas.)

Spray all shrubs and trees at least once a year for insect and disease control; more often if necessary.

Remove all weeds as required from all areas on locations.

SHRUBS AND HEDGES

Minor pruning or trimming of shrubbery, ornamental trees, and ground covers is to be completed a minimum of twice a year. Dead and/or damaged material is to be removed and disposed of. Rework of shrubs and beds to include weeding and complete dressing of all beds is to be completed monthly. Leaves, sticks and other debris are to be collected and removed from beds and tree rings.

Supply and spread mulch or pine straw, whichever is applicable, to beds once in the spring and once in the fall.

The Contractor will furnish all labor, supervision, equipment, fuel, materials, tools, supplies, services and special skills required to perform the maintenance as set forth.

Every precaution will be utilized to avoid spilling or leaking petroleum products. If such spillage/leakage does occur, the Contractor will take immediate steps to clean the spill in accordance with recommended standards for dealing with spillage of hazardous materials. Precautions shall be made to avoid any damages to Waccamaw EOC, Inc. buildings and vehicles. If such damages occur, it should be reported immediately to the location supervisor.

Signed invoices shall be submitted to the attention of the Center Supervisor or Office Manager for approval of the work performed. All invoices shall indicate work performed at each location detailing the work that has been completed.

Insurances must be carried by the Contractor and Contractors must supply a copy of the certificates of insurances.

Insurance Certificates

Comprehensive General Liability

\$1,000,000,-General Aggregate Limit

\$1,000,000,-Products-Completed Operations Aggregate Limit

\$1,000,000-Personal and Advertising Injury Limit

\$1,000,000 -Each Occurrence Limit

\$50,000 -Fire Damage Limit

\$5,000-Medical Expense Limit (Any one person)

Commercial Catastrophe (Umbrella) Liability-Shall be written for the following limits:

\$500,000 – Each occurrence for bodily injury and property damage

\$500,000 – Annual Aggregate

Comprehensive Automobile Liability – Shall be written for all owned vehicles, non-ownership liability and hired vehicles and shall be written for the following limits:

\$1,000,000 – Each occurrence for bodily injury and property damage.

It is understood that the specified amounts of insurance in no way limit the liability of the contractor, and that contractor shall carry insurance in such amounts so as to indemnify and hold harmless the Waccamaw Economic Opportunity Council, Inc.

The contractor shall secure and maintain during the term of this contract, Workman's Compensation for all their employees connected with the work on this bid. Such insurance shall comply with the South Carolina Workmen's Compensation Law.

Proof of this coverage must be submitted with the bid packet.

A minimum of thirty (30) days notice prior to cancellation of insurance shall be given to Waccamaw Economic Opportunity Council, Inc. in writing.

BID DOCUMENT CHECK-OFF

This bid document check-off list is to ensure that all documents required are enclosed with your bid packet.

Complete Bid Price Schedule, Page 12-14

Complete Exceptions Sheet, Page 15

Complete Bidder's Information Sheet and References, Page 16

Complete Acknowledgement of Addenda, Page 18

Complete Non-Collusion Affidavit, Page 19

Complete Indemnification Form, Page 20

Complete W-9 Form

Copy of Required Insurances

Copy of Business Licenses

This check-off list is for your guidance in completing the bid packet and is not a required form to be included in the submittal of your packet.

PRICE SCHEDULE
LAWN MAINTENANCE SERVICES
BID #: 2018-04

<u>Name of Facility/Address</u>	<u>Cost of Lawn/Turf Maintenance Care per Cut</u>
Agency Administrative Office 1261 Highway 501 East Conway SC 29526	_____
Green Sea Head Start Center 1131 Green Sea Road North Green Sea, SC 29545	_____
Longs Head Start Center 131 Freemont Road Longs SC 29568	_____
Georgetown Head Start Center 400 S. Kaminski Street, Bldg. C Georgetown SC 29440	_____
Choppee Head Start Center 8055 Choppee Road Georgetown, SC 29440	_____
Lane Head Start Center 175 Edwin Road Lane SC 29564	_____
Vacant Lot 3.63 Acres located on Thomlinson Street Kingstree SC 29556	_____

**PRICE SCHEDULE
LAWN MAINTENANCE SERVICES
BID #: 2018-04**

Name of Facility/Address

Cost of Fertilization & Weed Control

Agency Administrative Office
1261 Highway 501 East
Conway SC 29526

Green Sea Head Start Center
1131 Green Sea Road North
Green Sea, SC 29545

Longs Head Start Center
131 Freemont Road
Longs SC 29568

Georgetown Head Start Center
400 S. Kaminski Street, Bldg C
Georgetown SC 29440

Choppee Head Start Center
8055 Choppee Road
Georgetown, SC 29440

Lane Head Start Center
175 Edwin Road
Lane SC 29564

Vacant Lot
3.63 Acres located on Thomlinson Street
Kingstree SC 29556

PRICE SCHEDULE
LAWN MAINTENANCE SERVICES
BID #: 2018-04

Name of Facility/Address

Cost of Shrub & Hedge Maintenance Care

Agency Administrative Office
1261 Highway 501 East
Conway SC 29526

Green Sea Head Start Center
1131 Green Sea Road North
Green Sea, SC 29545

Longs Head Start Center
131 Freemont Road
Longs SC 29568

Georgetown Head Start Center
400 S. Kaminski Street, Bldg C
Georgetown SC 29440

Choppee Head Start Center
8055 Choppee Road
Georgetown, SC 29440

Lane Head Start Center
175 Edwin Road
Lane SC 29564

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

Please state any areas where you cannot or will not comply with the specifications or terms contained within the proposal document.

Bidder's Information
Bid: 2018-04
Waccamaw EOC, Inc.
Lawn Services Bid

Company Name

Address

Phone/Fax

Email Address

Authorized Signature

Printed Name

References supplied by Contractor

1.) _____
Company Name/Address/ Phone/Contact Person

2.) _____
Company Name/Address/ Phone/Contact Person

3.) _____
Company Name/Address/ Phone/Contact Person

STATEMENT OF NO BID

Date _____

James L. Pasley, Jr.
Executive Director
Waccamaw EOC, Inc.
PO Box 1467
Conway SC 29528-1467

Dear Mr. Pasley:

We, the undersigned, have declined to submit a bid on Bid No. _____

_____ for the following reason(s):

_____ We do not offer these services.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications (please note below).

_____ Delete our firm from your vendor's list as we are unable to comply.

We understand that if a letter is executed and returned, our name will be retained on the list of qualified bidders, unless otherwise specified (as stated above).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Phone/Fax #: _____

Unable to meet specifications because: _____

Acknowledgement of Addenda
BID# 2018-04

Proposer hereby acknowledges receipt of all Addendas through and Addendum

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

Company _____

Address _____

Authorized Signature _____

Print Name _____

Phone _____

Fax _____

Required Form

**FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the Bid Proposal)
Bid #2018-04**

STATE OF _____)

COUNTY OF _____)

Being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Bid Proposal that such Bid Proposal is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any Bidder or person to put in a sham Bid Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the bid proposal price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said bid proposal price, or that of any other Bidder to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Bid Proposal are true; and further, that such Bidder has not, directly or indirectly submitted this bid proposal, or the contents thereof, or divulged information or date relative there to any association or to any member or agent thereof.

(Bidder)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20__.

INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the OWNER and the Waccamaw Economic Opportunity Council, Inc. and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the CONTRACTOR, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or Waccamaw Economic Opportunity Council, Inc. or any of their agents or employees by an employee of the CONTRACTOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the workman's compensation acts, disability benefit acts, or other employee benefit acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of Waccamaw Economic Opportunity Council, Inc. or its agents or employees arising out of the reports, survey, CHANGE ORDERS, designs, or SPECIFICATIONS.

CONTRACTOR _____

BY: _____

DATE: _____

TELEPHONE: _____