



REQUEST FOR PROPOSALS  
NO. 3-2017

Grounds Keeping, Landscaping and Tree  
Services  
Town of James Island

**PROJECT OVERVIEW**

<b>DATE:</b>	June 26, 2017
<b>SOLICITATION NUMBER:</b>	RFP No. 3-2017
<b>DESCRIPTION OF WORK:</b>	Maintenance of grounds along Town of James Island Right-of-ways, facilities and miscellaneous tree work on an on-call basis.
<b>PRE-BID CONFERENCE:</b>	<b>No Pre-Bid Conference</b>
<b>DUE DATE FOR WRITTEN QUESTIONS:</b>	Friday, July 7, 2017 at 5:00 p.m. 843-795-4141 <a href="mailto:akellahan@jamesislandsc.us">akellahan@jamesislandsc.us</a>
<b>BID OPENING/TIME:</b>	<b>Thursday, July 13, 2017 AT 3:00 p.m.</b>
<b>LOCATION:</b>	<i>Town of James Island 1238-B Camp road James Island, SC 29412</i>

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This solicitation does not commit the Town of James Island to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The Town reserves the right to accept or reject any, all or any part of bids received as a result of this request, 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. The Town will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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**I. BACKGROUND/PROJECT OVERVIEW:**

The Town of James Island is looking to enter into an agreement with landscaping firms to help maintain grounds within the Town on an on-call basis. The Town of James Island owns two parks, and has a New Town Hall that is currently under construction. The Town also has an increasing amount of sidewalks that need to be maintained. The Town is also interested in procuring firms that can perform tree work to include vine removal. Please note whether a certified arborist is on staff. The Town is requesting firms provide a summary of the services they offer and costs of those services. The Town will consider any and all proposals, and is looking to procure multiple firms on an on-call basis. The contract would be for one (1) year and the Town may renew the contract for four (4) successive one (1) year terms for a possible total of five (5) years.

II. **INSTRUCTIONS TO OFFERORS:**

1. *Solicitation Documents:*

Each Offeror should carefully examine the "solicitation" documents, including any Addenda. Should the Offeror identify any discrepancies or ambiguities, he shall at once notify the Town Administrator. No allowance will be made for oversight or misunderstandings by the Offeror, after Submittals are received.

2. *Preparation of Submittals:*

All Submittals shall be either typewritten or legibly handwritten in ink. Offerors shall have proven experience in various disciplines as may be required in performance of the required services.

Offeror's Submittals shall include a brief resume' of the firm, as well as resumes' containing qualifications for all management personnel that would be responsible for referenced repair and rehabilitation services. Offeror's Submittals shall address the Scope of Services being desired, as well as the Submittal requirements as specified herein in Section VII.

Neither voluminous nor elaborate Submittals are expected or required. However, Offerors shall provide concise statements regarding their capabilities and past work.

Signatures on Submittals must be by a principal, duly authorized to make Contracts, and must include Offeror's AntiTrust/NonCollusion Statement as provided and contained herein.

3. *Submission of Submittals:*

One (1) unbound original and one (1) bound copy of Offeror's Submittals are to be provided in a sealed envelope or wrapping, clearly marked with the solicitation title and project as designated elsewhere within this document. Offerors are responsible for the actual delivery of Submittals during normal business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday. Submittals received after the scheduled opening date and time may be disqualified in accordance with the Town's Procurement Ordinance.

Submittals are to be mailed to:                      Town of James Island  
PO Box 12240  
Charleston, SC 29422  
Attn: Ashley Kellahan

Hand carried to:    Town of James Island  
1238-B Camp Road  
Charleston, SC 29412  
Attn: Ashley Kellahan

## II. INSTRUCTIONS TO OFFERORS CONTINUED:

### 4. Affirmative Action:

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and 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 physical disability; Offerors shall comply with Title VI of the Civil Rights Act of 1964.

### 5. Submittal Opening:

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing offers shall not be disclosed at the opening. **Only the Submittal of the successful Offeror(s) shall be available for public inspection after the award of a Contract, and upon written request, during normal business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday.** Propriety or confidential information and marked as such in any Submittal shall not be disclosed without prior written consent of the Offeror.

### 6. Information:

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation schedule, attachments, specifications, etc. must be requested in writing and in sufficient time that a Town response may reach all Offerors in sufficient time to be considered and/or included in their offer. Response to any such requests will be by Addenda. The Town will determine if time is sufficient for the release of any Addenda. All written requests should be directed to the attention of Ashley Kellahan, email preferred: [akellahan@jamesislandsc.us](mailto:akellahan@jamesislandsc.us)

Oral explanation of instruction given before the award of the Contract will not be binding, with the exception of oral instructions as may be given during any Pre-Proposal Conference, if applicable. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment to the solicitation, if such information is necessary to Offerors in submitting offers on the Proposal schedule, if the lack of such information would be prejudicial to uninformed Offerors.

### 7. Award Criteria:

Award consideration shall include not only cost, but the Offeror's professional qualifications, methodology of Scope of Services, management capabilities, availability of qualified personnel and past experience of the referenced type of work. Any award considered as a result of this solicitation are conditional, not only on the above qualifications, but the ability to negotiate an agreeable cost for these services, which will be considered fair and reasonable by all parties.

### 8. Insurance:

The successful Offeror shall provide Certificates of Insurance to the Town in accordance with the General Terms and Conditions of the Contract documents.

### III. GENERAL CONDITIONS:

#### 1. Addenda:

Changes or corrections may be made in the "solicitation" documents after they have been issued and before the Proposal due date. In such cases, written Addenda describing the changes or corrections will be issued by the Town to all Offerors. Such Addenda shall take precedence over the original portion of the solicitation documents concerned. The Town will not be held responsible for any oral instructions, with the exception of oral instructions as may be given during the Pre-Proposal Conference.

#### 2. South Carolina Law Clause:

Upon award of a Contract under this solicitation the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from business in this State, by submission of this signed Submittal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

#### 3. Award Selection:

Award selection shall be made to the most responsive and responsible Offeror whose Submittal is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth herein. In all cases the Town reserves the right to: 1) waive any informalities or irregularities in the Submittals; 2) reject any or all Submittals; 3) to select or refrain from selecting the Submittal of any Offeror; 4) negotiate with any or all qualified Offerors; 5) and to select the Submittal that is in the best interest of the Town. The Town's decision shall be final.

#### 4. Contract Award:

In accordance with this solicitation, any Contract awarded between the Town and the selected Offeror shall be in accordance with the Award Selection and Criteria as contained herein, at a price determined fair and reasonable and acceptable between both parties.

Prior to the award or the commencement of any negotiations, if applicable, with any Offeror, a statement may be required that "the Offeror has reviewed his Submittal, the workload of the organization, verified that key project personnel are still in place, and any other conditions which might change or effect the successful and timely completion of the work."

Negotiations, when applicable, will be conducted beginning with the Offeror whom has been determined and selected as the most qualified by the Town. Should the Town be unable to successfully negotiate a Contract, which would be considered acceptable to the Town, with the first choice Offeror, said negotiations shall be terminated and the Town may conduct like negotiations with the next acceptable Offeror. Likewise, should the negotiations with the second choice Offeror fail to result in an acceptable agreement, these negotiations may be terminated

III. **GENERAL CONDITIONS CONTINUED:**

4. *Contract Award continued:*

and new negotiations conducted with the third and subsequent Offerors. Negotiations with the second and subsequent Offerors shall be conducted in the same manner using the same criteria as with the first Offeror.

5. *Default:*

In case of default on any Contract, the Town reserves the right to purchase any or all services in default on open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent offers of the defaulting Contractor will be considered until the assessed charge has been satisfied.

6. *Invoices:*

All invoices must be submitted to:

TOWN OF JAMES ISLAND  
PO BOX 12240  
CHARLESTON, SC 29422  
ATTN: ASHLEY KELLAHAN

The Town reserves the right to withhold payment or make such deductions as may be necessary to protect the Town from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

7. *Prohibition of Gratuities:*

Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub-Contract order." All awards made shall conform to applicable South Carolina statutes.

8. *Termination:*

Any Contract entered into between parties may be terminated by either party by seven (7) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Contractor shall be paid for all services performed to the date of termination, including reimbursable expenses then due.

III. **GENERAL CONDITIONS CONTINUED:**

10. *Abandoned or Suspended Work:*

If any Work performed by the Contractor is abandoned or suspended in whole or in part by the Town, other than for default by the Contractor, the Contractor shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the Town of such abandonment or suspension, in an amount equal to work performed as of the date of abandonment or suspension.

11. *Termination by the Town without Cause:*

This Agreement may be terminated by the Town without cause upon seven (7) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services performed prior to termination, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the Town its invoice for final payment and reimbursement.

12. *Termination for Cause:*

Subject to the provisions below, any Contract resulting from this solicitation may be terminated by the Town providing a seven (7) day advance notice in writing is given to the Contractor.

- a) **Non-Appropriations:** In the event sufficient appropriations are not made to pay the charges under the Contract, it shall terminate without obligation to the Town.
- b) **Convenience:** In the event that this Contract is terminated or canceled upon request and for the convenience of the Town without the required seven (7) day advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c) **Cause:** Termination by the Town for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The seven (7) day advance written notice requirement is waived and the default provision listed herein shall apply
- d) **Default:** In the case of default of the Contractor, the Town may terminate the Contract and take possession of all documents, materials, and equipment, tools owned by the Contractor, and may finish the Work by whatever method the Town may deem expedient. If the unpaid balance of the Contract sum exceeds cost of finishing the Work, including compensation for the Contractor's services and expenses made necessary thereby, such excess may be paid to the Contractor, but; if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Town.

III. **GENERAL CONDITIONS CONTINUED:**12. *Termination for Cause Continued:*

The Town reserves the right to withhold payments on account and recover costs for, 1) defective work not remedied, 2) claims filed by third parties, 3) failure of the Contractor to make payments properly to Sub-Contractors or for labor, materials or equipment, 4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum, 5) damage to the Town or another Contractor, 6) reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages, if any, for the anticipated delay, or 7) persistent failure to carry out the Work in accordance with the Contract Documents

Should such charge(s) be assessed, no subsequent offers of the defaulting Contractor will be considered until the assessed charge(s) have been satisfied.

13. *Prime Contractor:*

The Contractor (Prime Contractor) will be required to assume sole responsibility for the complete effort as required by this solicitation. The Town will consider the Contractor to be the sole point of contact with regard to contractual matters, and will be responsible for the quality and timeliness of the work of any Subcontractors hired by the Prime Contractor.

14. *Change Orders:*

Any request for Contract changes, deviations, etc., by the Contractor, which shall have a cost effect to the Contract shall be priced and submitted to the Town via the Town's Project Representative for acceptance consideration. All changes having a cost effect requires prior approval by the Town Administrator for the Town. The Project Representative for the Town shall be named by the Town Administrator and shall have the authority to make changes, accept deviations, etc., within the requirements and specifications of the Scope of Services, which if authorized, have no cost impact.

#### IV. **SCOPE OF SERVICES:**

##### Scope of Work:

Offerors must submit a list of services offered with associated hourly rate pricing. Services to include mowing, weed-eating, planting, and general grounds keeping work. Please include tree work and vine removal services if offered.

Additionally:

1. Contractor shall be responsible for any and all work as specified in the Contract.
2. Contractor shall immediately clean up any debris as a result of work as a result of this Contract.
3. Contractor shall furnish to the Town a current list of names and phone numbers of the Contractor's supervisors who are designated to respond to emergency or corrective situations outside of normal business hours.
4. Contractor is responsible for the cost to repair any damages to property incurred during performance of the work. A joint inspection of the facilities will be conducted by the Town and the Contractor prior to the commencement of contracted work.
5. Contractor shall comply with all Federal, State, County and Town regulations and ordinances and shall obtain the required licenses, permits and inspections.
6. Contractor shall have qualified and experienced staff to satisfactorily perform services.
7. Contractor shall have the necessary personnel, facilities and equipment to perform within the required time.
8. The successful Bidder shall be responsible and exercise necessary SAFETY IMPLEMENTATION at all times for the duration of each project. This includes, but is not limited to, safety barriers, flagmen, etc., necessary during working and non-working hours or days. The successful Bidder is required to follow the traffic control specifications for street and highway construction and maintenance operations as set forth in Division 600, Traffic Control, of the South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction, Edition of 2000, Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices, latest Edition, and latest Occupational Safety and Health Administration (OSHA) construction regulations.

#### **REFERENCES**

All Offerors shall submit and include with their Proposal, references indicating similar projects which they have been awarded, and are in progress or has completed which will exemplify expertise in this Project by the firm. Failure to include these references may cause Offerors'

proposal to be considered non-responsive and considered unacceptable. A minimum of three (3) references shall be submitted.

### **PROPOSAL HOLDING TIME AND ACCEPTANCE**

The undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening for Proposal, but shall remain open for acceptance for a period of not less than ninety (90) days following the Proposal Opening Date.

### **DATE FOR COMMENCEMENT AND COMPLETION**

The Date of Commencement shall be established in the Agreement. The Town shall not be held liable for any expenses incurred by the successful Offeror until the Agreement has been executed. A contract award requires that both the Town and the Contractor sign the Contract. All work shall be completed on schedule and as identified herein.

### **RESPONSIBILITY**

The undersigned understands that before awarding a Contract, the Bid and Purchases Committee may require additional information in order to ascertain the Offeror's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to the Town within five (5) days after having been duly notified and requested may be just cause for rejection of the Proposal and Offeror may be considered noncompliant.

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned certifies that the Offeror listed below will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.

### **ILLEGAL IMMIGRATION**

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or subsubcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, 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. [07-7B097-1] (NOV. 2008)  
(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

V. **SUBMITTAL REQUIREMENTS:**

1. References:

Offerors should include a minimum of three (3) current or recent project references, which are of the work to be performed.

2. Scope of Services

Offerors shall provide a scope of services along with hourly rates.

3. Proposal Form:

All Offerors shall complete the Proposal Form within the solicitation and include with their Submittal.

4. Number of Submittals Required:

Each Offeror shall supply one (1) unbound original and one (1) bound copy for review and evaluation by the Selection Committee. **Submittals shall be in a properly marked, sealed envelope or wrapping in accordance with the instructions contained elsewhere herein.** Failure to provide the required number of copies shall be cause for Offeror's Submittal to be considered nonconforming.

5. Submittal Opening:

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing Offerors shall not be disclosed at the opening. Only the submittal of the **successful Offeror** shall be available for Public inspection **after the award of a contract upon written request**. **Proprietary** or **confidential** information marked, as such in any submittal **shall not be disclosed without prior written consent of the Offeror**. Manufacturer's part or model numbers, descriptions and cost information, etc. **cannot** be considered Proprietary.

VI. **EVALUATION/CRITERIA:**

1. *Criteria:*

- A) Related experience of the Offeror
- B) Availability of qualified, professional staff and support personnel:
- C) Professional qualifications of staff and support personnel
- D) Past Performance References:
- E) Overall ability to prepare a brief, concise, meaningful response in accordance with this solicitation covering all requests as required herein.
- F) Cost:

Any awards considered as a result of this solicitation are conditional, not only on the above qualifications, but the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

2. *Evaluation:*

A committee will be selected and convened to review and evaluate all Submittals received, using the above criteria.

Evaluations shall not be based on cost alone, but will be based on the composite of the above factors. The overall best interests of the Town, in terms of cost and service provided, and response to the information requested herein will be considered in the evaluation of submitted Proposals.

3. *Short List/Interviews:*

The Selection Committee, having reviewed and evaluated all Submittals may, if considered necessary, generate a short list of qualified Offerors. If considered necessary and in the best interest of the Town, qualified Offerors shall be notified, whereby interviews and presentations may be conducted by the Selection Committee and the Offerors. Should in-house interviews be considered desirable, all selected Offerors shall be afforded notification prior to the scheduling of any interviews. Any Offeror who fails to attend an in-house, scheduled interview may be considered as non-compliant and its Submittal rejected. The Town reserves the right for staff to conduct interviews by telephone if considered in the best interest of the Town to do so.

Upon completion of all interviews the Selection Committee will select and recommend one firm to the Bids and Purchase Committee for award consideration. The Bids and Purchase Committee upon concurrence of the recommendation shall authorize the Town Administrator to enter into negotiations with the selected firm.

**VI. EVALUATION/CRITERIA CONTINUED:**

Any awards considered as a result of this solicitation are conditional, not only on the above, but the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

**4. Negotiation Phase:**

All negotiations between the Town and any Offeror shall be in accordance with the general conditions of the solicitation. The Town shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements. A model Contract will have been prepared and made available to both parties for review and finalization during these negotiations.

The participation in the submittal or the selection phase of this process, including interviews, does not commit the Town to award a Contract or to pay any costs incurred by any Offeror relating to this solicitation.

**5. Award:**

The Town reserves the right to award a single contract or multiple contracts to the most responsive, responsible Offeror(s) meeting the specifications. The Town may award to a single Contractor, multiple Contractors, or use any combination that best serves the interest of the Town. The Town reserves the right to award to multiple Contractors as a multi-tiered award.

Multi-tiered award sets the priority sequence for use of multiple Contractors. Multiple Contracts are awarded for the same services from a single solicitation to primary, secondary and tertiary Contractors.

Should the primary Contractor not be able to respond to a request for service within the timeframes outlined in the scope herein, the Town has the right to make that service request of the secondary Contractor (or third Contractor if the secondary Contractor cannot perform). Offerors shall be properly licensed by the State of South Carolina.

## VII. SPECIAL CONDITIONS

### 1. Business License/Permits

Contractor and all subcontractors, if any, shall have or obtain a Town of James Island Business License. The successful Offeror and all subcontractors, if any, shall obtain permits, as may be necessary, and required by the Town, County and State agencies. Any Town required permits shall be issued by the Town at no cost to the successful Offeror.

### 2. Underground Utilities

It is required that the contractor notify Palmetto Underground Utilities at 1-888-721-7877, three (3) working days in advance of commencing work. Also, if in areas where work that is not completed in ten (10) working days, the Contractor is required to contact Palmetto Underground Utilities and give them the original request number.

### 3. Safety Requirements

The Contractor is required to follow the traffic controls for street and highway construction and maintenance operations in accordance with Part VI (6) of the Federal Highway Administration Manual on Uniform Traffic Control Devices – Millennium Edition and latest OSHA construction regulations.

### 4. Personnel:

It is mutually agreed that successful Offeror is an independent Contractor and not an agent of the Town and as such the successful Offeror's personnel shall not be entitled to any Town employment benefits, such as, but not limited to vacation, sick leave, insurance, workman's' compensation, or pension and retirement benefits.

### 5. Successful Offeror's Relationship to Town:

It shall be expressly agreed and understood that the Contractor is, in all respects, an independent Contractor as to the work, and that neither the contractor nor his employees are, in no respect, an agent, servant or employee of the Town.

### 6. Contract Terms:

The duration of the contract period will be annual, or as otherwise agreed upon between the Town and the successful Offeror.

The Contract maybe renewed, expanded and extended in annual increments of twelve (12) months provided that:

- 1) The successful Offeror has established acceptable performance record
- 2) Town funds are available and appropriated, and
- 3) Both parties consider costs fair and reasonable; and acceptable.

The Contract period, including extensions or renewals shall not exceed sixty (60) months.

**VII. SPECIAL CONDITIONS CONTINUED****7. Subcontracting:**

Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of the successful Offeror. No subcontract under the contract shall relieve the primary successful Offeror of responsibility for the services. The successful Offeror shall be the primary contact for the Town and subcontractor(s). The successful Offeror shall manage all quality and performance, project management, and schedules for subcontractors. The successful Offeror shall be held solely responsible and accountable for the completion of all work for which the successful Offeror has subcontracted. Town retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor. Town reserves the right to request the removal of successful Offeror subcontractors' personnel deemed unsatisfactory by the Town. Subcontracting shall be at the successful Offeror's expense. The Offeror's proposal shall clearly identify any disciplines of which in-house capability does not exist and sub-Contracting would be required. In such instances, the names of the Sub-Contractor will be provided including resumes of their proposed or offered staff.

**VIII. TOWN OF JAMES ISLAND**  
**GROUND KEEPING, LANDSCAPING AND TREE WORK**  
**PROPOSAL FORM**  
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**ETHICS CERTIFICATE**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by Contractors; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

**VIII. TOWN OF JAMES ISLAND**  
**GROUNDS KEEPING, LANDSCAPING AND TREE WORK**  
**PROPOSAL FORM**  
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**SAFETY**

Contractor acknowledges and agrees that public safety is of utmost importance, and Contractor agrees that during the progress of the Work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the Work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the Work site, traffic lane and pedestrian closures and deliveries of material and equipment.

**ANTI-TRUST/NON-COLLUSION STATEMENT**

I, the undersigned, certify that this Proposal does not violate Federal or State Antitrust Laws and I have received and read the Request For Proposals and understand that this Proposal is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants or employees, have not in any way colluded with anyone for or 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 or on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

**AUTHORIZATION**

\_\_\_\_\_  
(Print Name of Contractor/Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(E-mail Address)