

**City of Isle of Palms, South Carolina  
Request for Bids (RFB) 2018.05  
Isle of Palms Dune Vegetation**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for supplying, planting and fertilizing of dune vegetation in specified areas of the City's recently restored beach. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

**Scope of Work**

The successful Bidder shall provide all equipment, labor, materials, supervision, warranties and insurances necessary for the providing of healthy plant material, planting and fertilizing in accordance with the following Isle of Palms Dune Vegetation Scope of Work:

**Base Project –**

Installation of 11,000 plants over ~3,400 linear feet of shoreline. The eastern area includes ~800 linear feet of beach fronting Port O' Call, Seascape and Ocean Club and the western area includes ~2,600 linear feet fronting the Wild Dunes Grand Pavilion, Seagrove, and Beachwood East. Plants shall be a mix of ~75% sea oats and 25% bitter panicum planted 18" on center. Plants shall be installed with appropriate long-release fertilizer. Plants shall be planted in a continuous ~6 ft width, leaving gaps at beach access points.

Plants shall be located along the lower half of the dune slope unless otherwise directed by the Owner. Contractor shall warranty the plants for 80% survivorship for 90 days following installation.

**Alternate Project**

Add/deduct Price for each plant. If the Owner elects and add, plants will be installed along the same areas as the base project, with the width of planting increased based on the total quantity.

\_\_\_\_\_\$/Sea Oat  
\_\_\_\_\_\$/bitter panicum

**Option –**

Cost for individuals to purchase additional plants for installation at their own expense.  
\_\_\_\_\_\$/plant \_\_\_\_\_ minimum individual order.

The City of Isle of Palms is in possession of required permits from South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management and the U.S. Army Corps of Engineers for this dune vegetation project.

**Bid Requirements**

If the Bidder is a corporation, state the correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

Recommendation of award for contract will be made based on the base bid which may be adjusted upward or downward based upon the alternate/option. In addition to the base bid, the City shall consider not only price, which is an important factor, but also on quality, qualifications, technical expertise, and ability to execute the work. Bidders should supply references with contact phone numbers and emails addresses for previous clients for whom similar work has been executed. Bidders must supply a base bid and bid on the alternates and option. It may be the intent of the City to adjust the contracted amount based on the pricing included in the alternate/option.

Bids should be submitted to the following:

Desirée Fragoso, Interim City Administrator  
City of Isle of Palms  
1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, South Carolina 29451

If any addenda are issued, they will be posted on the City's website. Bidders must acknowledge receipt of any addenda with their bids.

**Deadline for Submissions:** The deadline for submission of bids is **2:00 p.m. eastern daylight time on August 23, 2018**. Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2018.5 Isle of Palms Dune Vegetation and include one (1) hard copy and one (1) electronic copy saved to USB Flash Drive. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the bidders to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non- acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

Respondents must submit pricing on the Base Project, Alternate Project and Option.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. 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. Contractor agrees to include, in any contracts with its subcontractors, language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts, with the subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

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Isle of Palms Dune Vegetation**

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Acknowledgement of Addendum: I \_\_\_\_\_ acknowledge that I have read  
(insert name)  
any addendum issued as part of this RFB.

**\*Base Bid:** Installation of 11,000 plants over ~3,400 linear feet of shoreline. The eastern area includes ~800 linear feet of beach fronting Port O' Call, Seascape and Ocean Club and the western area includes ~2,600 linear feet fronting the Wild Dunes Grand Pavilion, Seagrove, and Beachwood East.

Plants shall be a mix of ~75% sea oats and 25% bitter panicum planted 18" on center. Plants shall be installed with appropriate long-release fertilizer. Plants shall be planted in a continuous ~6 ft width, leaving gaps at beach access points.

Plants shall be located along the lower half of the dune slope unless otherwise directed by the Owner. Contractor shall warranty the plants for 80% survivorship for 90 days following installation.

\_\_\_\_\_  
**(insert base bid)**

**\*Alternate Bid:** Add/deduct Price for each plant. If the Owner elects and add, plants will be installed along the same areas as the base project, with the width of planting increased based on the total quantity.

\_\_\_\_\_ \$/Sea Oat

**(insert alternate bid)**

\_\_\_\_\_ \$/bitter panicum

**(insert alternate bid)**

**\*Option:**

Cost for individuals to purchase additional plants for installation at their own expense.

\_\_\_\_\_ \$/plant \_\_\_\_\_ minimum individual order.

**(insert option bid)**

I, \_\_\_\_\_, acknowledge that I have read, and my business is  
(insert name)  
prepared to enter into, the contract noted as part of the RFB.

- **Bids are incomplete without names, emails and phone numbers of references attached to the response.**

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED**

STATE OF SOUTH CAROLINA    )  
COUNTY OF CHARLESTON    )

AGREEMENT FOR INSTALLATION OF  
DUNE VEGETATION

THIS AGREEMENT (“Agreement”) is made and entered into this\_\_day of\_\_\_\_\_, 2018, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and \_\_\_\_\_ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s solicitation for bids for \_\_\_\_\_; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. SCOPE OF WORK.

A. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals necessary for the installation of dune vegetation, pursuant to the bid submitted by Contractor to City dated \_\_\_\_\_ (the “Bid”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of any conflict between the provisions of this Agreement and the Solicitation, the term of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable upon completion of the Project.

3. CHANGE ORDERS. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within \_\_\_\_\_ ( ) days from the date of this Agreement. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain worker’s compensation coverage on its employees as required by the State of South Carolina workers’ compensation laws. All insurance coverage required hereunder shall be with

companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor.

6. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this

Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney's fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking injunctive relief.

10. BREACH.

A. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing



the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

11. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

12. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

13. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or

written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

16. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
[Contractor]

\_\_\_\_\_  
(#1 as to Contractor)

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

\_\_\_\_\_  
(#2 as to Contractor)

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

The City of Isle of Palms, S.C.

\_\_\_\_\_  
(#1 as to City)

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

\_\_\_\_\_  
(#2 as to City)

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

EXHIBIT I

[Attach Contractor's "Proposal" dated \_\_\_\_\_]

EXHIBIT II

[Attach City's Request for Bids 2018.05]