



**SANTEE
LYNCHES**

Regional Council of Governments

Lawn Maintenance Services for Approximately 29 Vacant Residential Lots in the City of Sumter

Request for Proposals
#2022-009

**Proposal Due Date:
September 1, 2022
By 3:00 PM**

ACKNOWLEDGEMENT OF CONDITIONS

for RFP #2022-009

PROJECT: Lawn Maintenance Services for Approximately 29 Vacant Residential Lots in the City of Sumter

REQUIREMENTS: Enclosed

SCOPE OF WORK: On behalf of the Santee-Lynches Regional Development Corporation, Santee-Lynches Regional Council of Governments is soliciting proposals for lawn maintenance services. The retained contractor will independently perform maintenance services for vacant residential lots in the City of Sumter.

QUESTION DEADLINE Any questions must be received by: **August 26 2022, at 3:00 PM**
Questions must be submitted via email or mail and directed to:
sfrierson@slcog.org

SUBMISSION: Santee-Lynches Regional Council of Governments
2525 Corporate Way
Suite 200
Sumter, SC 29154

OUTSIDE OF ENVELOPE MUST BE MARKED:
“RFP #2022-009 LAWN MAINTENANCE SERVICES”

RFP SUBMISSION DEADLINE: September 1, 2022, by 3:00 P.M.

THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A PROPOSAL TO BE VALID

By signing this Statement, I certify that I (firm) will comply with all requirements contained within the RFP.

FULL LEGAL COMPANY NAME			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			
AUTHORIZED SIGNATURE	PRINTED NAME	DATE	

REQUEST FOR PROPOSALS

for RFP #2022-009

I. INVITATION

On behalf of the Santee-Lynches Regional Development Corporation (SLRDC) Santee-Lynches Regional Council of Governments (Santee-Lynches) is soliciting proposals for lawn maintenance services for vacant lots in the City of Sumter. The Contractor shall provide all labor, materials, and equipment necessary to complete the work.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received by Santee-Lynches by **3:00 PM on September 1, 2022**. It is the sole responsibility of the proposer to see that the proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in the U.S. mail or delivery service. Proposals received after the deadline will not be considered. **Proposals will only be accepted in person, by U.S. Mail or by private courier service.** No Proposals will be accepted via oral or email communication, telephone, or fax transmission. Proposals will be opened after **3:00 PM on September 1, 2022**, in the presence of at least two (2) witnesses. Only the names of respondents will be disclosed at that time.

A committee convened by Santee-Lynches will subsequently review and evaluate the proposals according to the criteria outlined in Section VI.

This solicitation does not commit Santee-Lynches to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Santee-Lynches reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified respondents, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches to do so.

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted in writing as follows by August 26, 2022, at 3:00 PM:

Mail to: 2525 Corporate Way, Suite 200, Sumter SC, 29154

OR

email to: sfrierson@slcog.org

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing by Santee-Lynches in the form of an addendum addressed and emailed to the respective respondent and posted on the Santee Lynches website: (<https://www.santeelynchescog.org/rfpsbids>).

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

The proposal will be awarded on the basis of Santee-Lynches total requirements, to one respondent.

II. ORGANIZATION BACKGROUND

Santee-Lynches Regional Council of Governments (Santee-Lynches) was established in 1971 by the South Carolina Legislature. Santee-Lynches is one of ten regional, sub-state, multi-county districts in the State. The mission of the organization is to serve as a forum of governments, advocating a regional vision through identification of opportunities, effective courses of action, and appropriate resources essential to enable local governments to improve the quality of life for the citizens of Clarendon, Kershaw, Lee, and Sumter Counties. Santee-Lynches is governed by a Board of Directors comprised of representatives from member local governments and state legislative delegations who set the organization's work program and budget.

III. TARGET LOTS

Santee-Lynches Regional Development Corporation is seeking proposals for property maintenance services for approximately 29 vacant lots in the City of Sumter, ranging in size from (a quarter) 1/4 acres to (one) 1 acre. A list of lots may be found in Attachment B of this RFP. These lots have been listed for sale with a realtor. **Therefore, once a lot is sold by the realtor, this lot will be removed from the list of lots. As properties fall off the list, the contract and payments will decrease by the amount allotted for each property.**

IV. ROLE OF CONTRACTOR/SCOPE OF WORK

The proposed contractor will be responsible for, but not limited to, the following:

- **Mowing:** Contractor shall mow each lot six times per year during the growing season as weather permits, to maintain an appropriate even height (less than 12 inches per Codes Enforcement Department) for the type of grass and season to ensure a well-manicured and healthy appearance. Mow all areas of lot including areas between any fences and public roads including ditches.
- **Edging/Trimming:** Contractor shall trim all weeds and/or grass around all street signs, lamp posts, fences, and any other obstructions to maintain a well-manicured appearance.
- **Pruning:** Contractor shall prune shrubs and trees as needed and shall report any damage to properties or to trees that remain on sites.
- **Clean-up and Trash Removal:**
 1. The Contractor shall pick up and haul off trash, debris, and tree limbs from the property sites prior to mowing.
 2. The Contractor shall ensure all sidewalks, curbs, roadways and ground level cement/asphalt surfaces are blown free of clippings, dirt, and debris immediately after each mowing.
 3. The Contractor shall remove all debris associated with the lawn maintenance during each visit. Where applicable, raking, blowing or vacuuming of leaves must be performed on an as needed basis.
 4. Clippings shall not be swept, blown, or otherwise disposed of in sewer drains. All debris shall be hauled to an appropriate disposal site by the Contractor.
 5. Any damage (i.e. broken windows, windshields, etc.) to adjacent structures or personal property caused while performing maintenance at a site will be the sole responsibility of the Contractor to resolve.

- **Service Times:** Contractor shall perform service during reasonable hours; Monday through Friday from 7am until 7pm, and from 8am until 6pm on Saturdays. Unless specifically pre-approved, no work shall occur on Sunday.
- **Payments:** The Contractor shall furnish an invoice for the completed services provided each month. All approved invoices will be paid within fifteen (15) days of receipt. Random site inspections by Santee-Lynches or City of Sumter Codes Enforcement staff will occur. Prices are fixed for the contract period and optional renewal period.

V. QUALIFICATIONS

The Contractor should have the following capabilities and qualifications in the field of landscaping and lawn services and maintenance:

- Must have an active City of Sumter business license.
- Must have active registration on the System for Award Management (www.SAM.gov).
- Must possess liability and property damage insurance equal to or greater than \$1,000,000 per occurrence. (as required by state law)
- Must possess workers' compensation insurance equal to or greater than \$1,000,000 per occurrence. (as required by state law)

Respondents must provide proof of qualifications as well as examples of similar work completed, as requested by Santee-Lynches.

VI. PROPOSAL SUBMISSION REQUIREMENTS

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Respondents must furnish all information required by the request.

The requirements stated herein do not preclude respondent from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Part 1 - Transmittal Letter – A letter of transmittal containing the following items:

- 1) Brief statement on the respondent's commitment to perform the work;
- 2) Brief statement as to why the respondent believes they are best qualified to perform the work;
- 3) Statement that the submittal is an offer and irrevocable for 60 calendar days;
- 4) Full legal name of the business **AND** its DUNS number if you are registered;
- 5) Primary contact information for the person to contact regarding this proposal.

Part 2 – Understanding - Respondent shall include an understanding of the scope of work and a general statement of the solution the Respondent plans to offer Santee-Lynches.

Part 3 – Performance, Qualifications and Ability of Professional Personnel - Include full names of key personnel who will be administering the contract and relevant experience on similar projects and qualifications which shows proven and demonstrated ability to execute the requirements of the RFP. Include location of nearest offices, a statement of current workload and ability to meet deadlines, and the number of years in business. Include a list of the three (3) most recent projects for which the respondent has performed similar services of similar size, scope, and complexity.

Part 4 – Cost Proposal - Include complete cost proposal using form found in Attachment A. This cost should include pricing for approximately Twenty-nine (29) vacant lots in the city limits of Sumter, ranging in size from (a quarter) $\frac{1}{4}$ acres to (one) 1 acre., as well as a fixed price for on-call service that may be required.

Part 5 – Addendum(s) – Please monitor the Santee Lynches website for any addenda. Received proposals are only considered responsive with the acknowledgement of all addenda.

Other Requirements – One (1) original plus three (3) copies of the proposal are required.

Respondents shall fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so shall be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY SANTEE-LYNCHES.

VII. SELECTION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of importance.

Experience - Measured in terms of previous experience in providing similar services for past projects.

Qualifications of Personnel - Measured in terms of relevant experience and qualifications of key personnel and their ability to execute the project, and quality of past projects.

Cost - Measured in terms of the dollar value responsive and responsible cost proposal.

VIII. QUALIFICATIONS OF RESPONDENTS

Santee-Lynches may make such investigation as it deems necessary to determine the ability of a Respondent to furnish the required materials and services, and the Respondent will furnish to Santee-Lynches all information and data for this purpose as Santee-Lynches may reasonably request.

Discussions may be conducted with respondents who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing respondents.

Santee-Lynches reserves the right to reject a proposal if the evidence submitted by or the investigation of such Respondent fails to satisfy Santee-Lynches that Respondent is properly qualified to carry out the obligations of the Contract and to deliver the equipment and services described herein.

IX. METHOD AND DURATION OF AWARD

Santee-Lynches intends to execute a professional services contract with one firm for the outlined services, in accordance with the guidelines of the Santee-Lynches Procurement Manual. The contract will be for a period of up to one (1) year. At the end of the one (1) year period, if both parties are in agreement, performance is

acceptable, and rates agreed upon, Santee-Lynches may renew the contract annually for up to two (2) additional one (1) year periods.

X. TERMINATION BY SANTEE-LYNCHES

In the event, no funds or insufficient funds are appropriated and made available for payments due under this contract, then Santee-Lynches shall immediately notify the Contractor of such occurrence, and this contract shall create no further obligation of Santee-Lynches as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Santee-Lynches of any kind whatsoever. No right of action or damages shall accrue to the benefit of the Contractor as to that portion of this contract that may so terminate. Santee-Lynches shall provide the successful Contractor with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the Contractor shall not prohibit or otherwise limit the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by Santee-Lynches for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

XI. APPROVAL OF USE OF NAMES

The Contractor may not include Santee-Lynches Regional Development Corporation or Regional Council of Governments in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and only with prior approval of Santee-Lynches. The Contractor agrees not to publish or cite in any form any comments or quotes from Santee-Lynches Regional Development Corporation Board Members, officials or staff. The Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Santee-Lynches.

XII. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of this contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted business will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

The Contractor and any and all subcontractors will be required to submit a W-9 Form and a Certificate of Liability Insurance with the Santee-Lynches Regional Development Corporation listed as the Certificate Holder before work begins or any payment is rendered.

XIII. ASSIGNMENT

No contract or its provisions may be assigned, sublet or transferred without the written consent of Santee-Lynches.

XIV. OTHER CONDITIONS

Debarment, Suspension, and Other Matters Related to Public Transactions

The prospective firm certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "RESPONDENT" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED RESPONDENT MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFP (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE RESPONDENT WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 2525 CORPORATE WAY, SUITE 200, SUMTER, SC 29154, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFP WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 60 DAYS, OR UNTIL EVALUATION IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONSULTANT SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONSULTANT, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONSULTANT FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULL SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED. IT IS THE POLICY OF SANTEE-LYNCHES THAT IN THE EVENT TWO OR MORE OFFERORS ARE TIED AFTER EVALUATION OF PROPOSALS, AWARDS SHALL BE DETERMINED AS FOLLOWS:

1. SHOULD THERE BE A FIRM LOCATED WITHIN THE SANTEE-LYNCHES REGION (CLARENDON, KERSHAW, LEE, OR SUMTER COUNTIES OF SOUTH CAROLINA) TIED WITH AN OUT-OF-REGION FIRM, THE AWARD SHALL BE MADE TO THE FIRM WITHIN THE REGION.
2. SHOULD THERE BE A SOUTH CAROLINA FIRM TIED WITH AN OUT-OF-STATE FIRM, THE AWARD WILL BE MADE TO THE SOUTH CAROLINA FIRM.
3. TIED PROPOSALS INVOLVING SANTEE-LYNCHES AREA FIRMS WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.
4. TIED PROPOSALS INVOLVING SOUTH CAROLINA FIRMS NOT IN THE SANTEE-LYNCHES REGION WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION; PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES, OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY RESPONDENT FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONSULTANT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONSULTANT FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO RESPONDENT TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment A COST PROPOSAL

Vacant Residential Lot Maintenance Services

Task	Cost Proposal (per unit rate)
Completion of all items contained in the scope of work based on eight (8) maintenance appointments per year for a vacant lot in the city limits of Sumter, including: <ul style="list-style-type: none"> - Mowing - Edging/trimming - pruning - clean-up/trash removal 	\$ _____
Total for 29 units:	\$ _____

Task	Cost Proposal (per unit rate)
Fixed rate per unit cost for additional mowing, edging/trimming, pruning, and/or clean-up/trash removal services required <i>beyond</i> the eight (8) times specified in the scope of work.	\$ _____

**Attachment B
PROPERTY LIST**

- 1. 25 Corbett Street**
- 2. 107 H Street**
- 3. 109 Laurel Street**
- 4. 15 Levi Street**
- 5. 20 Charles Street**
- 6. 23 Meehan Street**
- 7. 30 Moore Street**
- 8. 132 Armstrong Boulevard**
- 9. 338 Brooklyn Street**
- 10. 420 Magnolia Street**
- 11. 329 Harvin Street**
- 12. 744 Olive Street**
- 13. 302 Hannah Street**
- 14. 46 Robinson Street**
- 15. 19 Dunway Street**
- 16. 134 Dibert Street**
- 17. 104 Moore Street**
- 18. 11 Sims Street**
- 19. 12 Broad Court**
- 20. 123 Jackson Street**
- 21. 13 Barton Street**
- 22. 170 Carolina Avenue**
- 23. 230 W. Williams Street**
- 24. 24 Baker Street**
- 25. 28 Blanding Street**
- 26. 451 Dogwood Drive**
- 27. 553 S. Main Street**
- 28. 6 Broad Court**
- 29. 727 Warley Street**