



February 9, 2010

**PRE-BID MEETING**

**February 23 & 24, 2010**

**MOWING AND GENERAL MAINTENANCE OF  
CITY GROUNDS (GROUPS #1-6)**

**Time:**

We are pleased to invite your company to a mandatory pre-bid meeting on February 23 & 24, 2010 @ 09:00 A.M. These site visit meetings will take most of each day.

**LOCATION:**

Manchester Meadows 2<sup>nd</sup> Floor Meeting Room, 337 East Mount Gallant Road, Rock Hill, South Carolina 29730. As soon as the RFP's are reviewed we will make site visits to all the locations, busses will be provided.

**MEETING FORMAT:**

Attached is a complete bid package outlining the complete scope of work to be performed along with minimum requirements of your company. After review of the bid document we will do a site visits starting with group #1 and continue until completed on day 2.

**SCOPE OF WORK:**

1. Mowing
2. Picking up trash
3. Pruning
4. Curbing, blowing and edging
5. Leaf pick-up
6. Trimming/weedeating
7. Vegetation Control/Roundup
8. Fire ant control
9. Playground sand maintenance

If you have any questions please contact Marty Burr, Performance Manager @ 803-329-5551.

Hope to see you on February 23 & 24, 2010 at 09:00 A.M.

# **BID REQUEST**

## **MAINTENANCE OF CITY GROUNDS**

The City of Rock Hill is seeking competitive bids from qualified contractors interested in providing the City with the grounds maintenance for groups 1-6.

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 9:00 A.M. local time on March 09, 2010 Bids will be opened at 10:00 AM @ Manchester Meadows at which time they will be publicly opened and read aloud.

The bid opening will begin promptly at 10:00 AM est. in the Manchester Meadows 2<sup>nd</sup> Floor Meeting Room, 337 East Mount Gallant Road, Rock Hill, South Carolina 29730. The bidder/vendor is responsible for the timely submission of his/her bid. No bids will be accepted after the bid opening begins.

### **PLEASE INCLUDE THREE COPIES OF YOUR QUOTATION**

No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.

All bids must be in a sealed envelope and marked: **SEALED BID MAINTENANCE OF CITY GROUNDS: OPEN MARCH 09, 2010 @ 10:00 A.M.**

Bids may be mailed to the City of Rock Hill, Purchasing Division, Attention: Marty Burr, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to the Purchasing Division located at 349 Columbia Avenue in the Warehouse/Fleet Building, prior to the bid opening.

Bidders have the option of bidding on any or all of the groups listed.

The use herein of brand names or manufacturers is not intended to restrict competition, but to indicate the quality required by the City. We encourage open competition.

All bidders must comply with all state and local laws, and ordinances regarding fees, licensing and bidding requirements.

Successful bidder must comply with the insurance provisions as detailed herein.

All prices quoted are to include all material, supplies, equipment, and labor to perform the task in a workmanlike manner. All prices are to include all applicable taxes; if any.

If an award is made, it will be made to the lowest responsible and responsive bidder meeting all specifications.

The City reserves the right to accept or reject any or all bids, waive technicalities, and make decisions as it deems in its own best interest.

Non Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

City Business License: The successful contractor, prior to execution of the contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the city limits. Contact City Business license Office at 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

Right of Non-Commitment or Rejection: This solicitation does not commit the City of Rock Hill to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

Successful bidder must comply with the insurance provisions as detailed herein. For bids under \$5,000 an Insurance Certificate on the ACORD form is acceptable.

Insurance: Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

Payments to contractor will be in monthly increments totaling the annual price as bid.

TERMINATION: Subject to the provisions enclosed, any contract resulting from this proposal may be terminated by the City of Rock Hill provided a thirty (30) day advance notice in writing by the City Manager is given to the contractor.

CONTRACT TERM: This contract will run from 04/01/2010 thru 03/31/2013 with two (2) one (1) year options.

RULES: Only contractors with current pesticide applicator license will be considered. Contractor must submit with RFP a copy of your category three pesticide license.

Contractor's employees must be in uniform at all times with the company name displayed. A tee shirt uniform is acceptable in warm weather. Employees are to conduct themselves in a professional manner and their appearance should be neat and professional at all times.

Contractors must conform to all D.O.T. rules and regulations.

Sec. 17-65.

It shall be unlawful for any person, by blowing or other means, to cause leaves and yard waste to be in the public streets or stormwater conveyance systems within the city limits. The fine for the above violation could be up to \$1,092.50

**LOCATIONS: Group # 1**

			Estimated Area
1.	Arcade Park	100 Florence Street	24.8 Acres
2.	Arcade Victoria	302 Roddey Street	5.0 Acres
3.	Friedheim Park	300 Friedheim Road	4.2 Acres
4.	Boyd Hill Center	1165 Constitution Blvd	20.5 Acres

**LOCATIONS: Group # 2**

			Estimated Area
1.	Dave Lyle Blvd	White St to John Ross	3 Miles
2.	Northside Greenway	Dave Lyle Blvd	.591 Miles
3.	Northside Center	900 Annafrel Street	5.5 Acres

**LOCATIONS: Group # 3**

			Estimated Area
1.	Cherry Road	Evergreen to Grier Street	4 Miles
2.	Oakwood Acres Park	2100 Montclair Ave	10 Acres
3.	Winthrop Park	1051 Eden Terrace	5 Acres

**LOCATIONS: Group # 4**

			Estimated Area
1.	Armory Park	714 S. Confederate Ave.	4 Acres
2.	Highland Park	250 N. Jones Ave.	3 Acres
3.	Southland Park	921 Southland Dr.	6.7 Acres
4.	Spencer Park	1036 Eastwood Dr.	9.8 Acres
5.	Workman Street Park	402 Workman Street	4.8 Acres

**LOCATIONS: Group # 5**

		Estimated Area
1.	Carroll Park 251 Simrill Street	11.4 Acres
2.	College Downs Park 1829 King Drive	8.0 Acres
3.	East Moore Street Park 271 East Moore Street	0.81 Acres
4.	Emmett Scott Center 801 Crawford Road	10.3 Acres
5.	Lige Street Park 400 Lige Street	2.4 Acres

**LOCATIONS: Group # 6**

		Estimated Area
1.	Byrd Street Trail Byrd Street	.417 Miles
2.	Cedar Crest Park 720 Wilson Street	0.8 Acres
3.	Confederate Park 490 N. Confederate Street	10.5 Acres
4.	Peoples Park Oakland & Peoples Place	0.1 Acres
5.	Fewell Park Center 1204 Alexander Road	10.2 Acres

**SCHEDULED HOURS:**

Work at Parks and Centers may be performed from 7:00 AM thru 6:00 PM each day without notification, work performed after 6:00 PM must be approved by the Parks Supervisor. Roadway work hours of operation must conform to D.O.T. rules and regulations.

**Maintenance Frequencies:**

Successful bidder will be expected to visit each site weekly to insure areas are kept in a neat, orderly and professional manner.

## **CITY RESPONSIBILITY:**

The City of Rock Hill will be responsible for:

1. Opening and Closing of Parks (if needed).
2. Maintenance of dirt area on all of the ball fields (other than spraying)
3. Signage as needed
4. Fence repair
5. Water, irrigation, or run off repair as needed.
6. Rest rooms (if equipped)
7. Acts of God or vandalism

## **CITY CONTACTS:**

Questions regarding insurance or bonding should be directed to Dorothy Archie at 803-329-7025, technical questions to Bill Berry at 803-326-3792, and questions regarding terms and/or conditions to Marty Burr at 803-329-5551.

## **INSTRUCTIONS TO BIDDERS**

Bidders are to use the Bid Sheet provided herein for submission of bid.

Insurance forms are to be submitted only if you are the successful bidder.

Indemnity Provision is to be signed and submitted to the City if you are the successful bidder.

The contract will be for a 36-month period beginning on April 1, 2010 with two one year options. The City of Rock Hill reserves the right to renew the contract.

The bid is to be expressed in terms of an **annual fee** for providing all services detailed herein.

The City reserves the right to terminate this contract at any time by submitting written notice to the contractor at least thirty (30) calendar days in advance.

## WMBE STATEMENT

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

**Indemnification:** Company agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Company's negligent performance under this Agreement.

**Illegal Immigration Reform Act Compliance:** "The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled "Unauthorized Aliens and Public Employment" and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors."

## **Maintenance Standards**

**All Areas are to be maintained in a professional manner, following recommended horticultural practices.**

Maintenance Standards apply to Parks, Trails, Roadways, Gardens and other areas maintained by the City of Rock Hill.

### **Turf:**

1. Mow turf and trim as needed not to exceed 5" in height
2. Turf to be cut to a height of 3" to 3.5" for fescues and 2" to 2.5" for Bermudas.
3. In addition to this schedule the parks shall be mowed if needed.

### **Trees, Shrubs and Ground Cover:**

1. Pruning shall follow proper horticultural procedures.
2. Minimum pruning of four (4) times per year and as needed to maintain proper shape, size and appearance.
3. Any area with shrubs/trees around a Primary ID sign, directional sign or traffic sign shall be pruned at any time the shrubs/trees impair vision of the sign.
4. Mulch all trees and shrubs (if currently mulched) by March 1<sup>st</sup>.
5. Tree "rings" along roadways shall be kept free of Ant mounds.

### **Bed Maintenance:**

1. All Plant beds are to be free of weeds at all times.
2. All beds shall be monitored for insect and disease infestations and reported to the City of Rock Hill promptly.
3. Cut back all perennials (if area has any) by December 31<sup>st</sup>.
4. Mulch all beds (if area has any) by March 1<sup>st</sup>. Replace or replenish with same materials currently in beds, i.e. pine needles, wood chips or mulch.
5. Contractor is responsible for supplying Mulch

### **General Maintenance:**

1. Maintain the curb line and sidewalks blown off as needed
2. Blow off all parking lots, trails, courts, picnic pads, play areas.
3. Edge all curbing, sidewalks, courts, picnic pads, trails, play areas.
4. Pick up all trash during each site visit.
5. Remove and dispose of all debris (limbs, twigs, leaves, trash, etc) each site visit.
6. Spraying of Round-up: Maximum 4" wide
7. The removal of all leaves between October 15 and December 31.
8. Provide broadcast fire ant control not less than 20' around buildings, playgrounds, courts, and play areas along with entire specified ballfields. Contractor will be responsible for any fire ant's that appear in treated areas.
9. Inspect/rake playground, volleyball, horseshoe pit and any other sand play areas each site visit. Inform City of Rock Hill promptly if more sand is needed.
10. Spraying Round-up on ballfield infields to keep out grass and weeds.

### Company Information

1. Number of years in business (\_\_\_\_\_)
2. Number of full time employees (\_\_\_\_\_)
3. Number of part time employees (\_\_\_\_\_)
4. List number of mowers owned, size and brand.

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List the names and telephone numbers of at least three commercial customers in the area.

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**This form must be completed.**

## **BID SHEET**

We the undersigned do hereby affirm that we have read and do understand the enclosed bid requirements and specifications, and do submit this bid to perform the prescribed work for payment of the sum of:

Annual bid amount for groups

Group # 1                      Amount: \$ \_\_\_\_\_

Group # 2                      Amount: \$ \_\_\_\_\_

Group # 3                      Amount: \$ \_\_\_\_\_

Group # 4                      Amount: \$ \_\_\_\_\_

Group # 5                      Amount: \$ \_\_\_\_\_

Group # 6                      Amount: \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

Email \_\_\_\_\_ FAX# \_\_\_\_\_



## **S.C. CODE OF LAWS**

The state of S.C. Code of Laws Section 12-9-310 (A) requires that any entity within the state having a contract with a nonresident taxpayer conducting business or performing services of a temporary nature within this State, with such contract amounts exceeding the payment of ten thousand dollars (\$10,000.00) during any one (1) calendar year, must withhold two (2) percent of each payment to these nonresidents.

This does not apply to a nonresident which has registered with the Secretary of State or the Department of Revenue and by that registration has agreed to be subject to the jurisdiction of the department and the courts of the State to determine its SC tax liability, if any. Such registration is not an admission of tax liability nor must it be construed to require the filing of an income tax return.

If the entity having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, then the entity is not responsible for withholding.

Business tax application is included herein. The successful bidder, if a nonresident, must fill in front side and section "C" on reverse side. Nonresident successful bidder must also submit form I-312 (enclosed). Failure to complete these two forms by nonresident will require the City to withhold 2% of all requested payments.

**INDEMNITY PROVISION**

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated \_\_\_\_\_  
between the City of Rock Hill and \_\_\_\_\_ for  
\_\_\_\_\_  
(contractor)  
\_\_\_\_\_  
(service or products)

NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_



## **No Idling Policy**

1. All City vehicles and or equipment must be turned off when not being used for emergency purposes that require the vehicle/equipment to run or maintain power for attached equipment, or when the vehicle/equipment must remain running to operate hydraulic lifts, generators, etc.
2. Running vehicles or equipment should not be left unattended.
3. Vehicles/equipment should not be started longer than necessary to clear ice from windows.
4. The City will facilitate an ozone email warning system, in conjunction with the state of South Carolina, by providing the email addresses of the appropriate persons in each department to receive such warnings as they are made. These persons will then act as an agent to post ozone warnings each day to alert City employees of the particular need to not run vehicles unnecessarily; a standard warning symbol should be posted in prominent locations throughout City facilities.