



August 11, 2010

**PRE-BID MEETING**

**August 26, 2010**

**MOWING AND GENERAL MAINTENANCE OF  
DAVE LYLE MAINTENANCE DISTRICT**

**Time:**

We are pleased to invite your company to a mandatory pre-bid meeting on August 26, 2010 @ 10:00 A.M. This site visit meeting may take most of the 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 a site visit to the Maintenance District.

**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 visit continuing until complete.

**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. Insect control
9. Irrigation System management

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

Hope to see you on August 26, 2010 at 10:00 A.M.

# BID REQUEST

## DAVE LYLE MAINTENANCE DISTRICT

The City of Rock Hill is seeking competitive bids from qualified contractors interested in providing the City with the grounds maintenance of the Completed Phases of the Dave Lyle Maintenance District and for the maintenance of Phase Three with the estimated start date of October 1, 2010.

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 September 09, 2010 and 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No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.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 DAVE LYLE MAINTENANCE DISTRICT: OPEN SEPTEMBER 9, 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.

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 10/1/2010 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

**SCHEDULED HOURS:**

Roadway work hours of operation must conform to D.O.T. rules and regulations.

**Maintenance Frequencies:**

Successful bidder will be expected to visit 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. Signage as needed
2. Fence repair
3. Water, irrigation pipe below swing joints or irrigation controller repairs.
4. Run off repair as needed.
5. 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 30-month period beginning on October 1, 2010 with two (2) one (1) 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.”

**Local Purchasing:** It is the intent of the City of Rock Hill to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible. Contractor and or business must make every reasonable attempt to hire local Rock Hill/York County residents. Selected contractor(s) must make every reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid to a local business with a valid City of Rock Hill Business License. Contractor(s) receiving award must supply City with a list of their employees working on the project which include the city/town in which they reside along with a list of all equipment, material, suppliers and subcontractors and their addresses. Special consideration may be given to companies that have products produced and/or manufactured in the United States.

## Maintenance Standards

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

Maintenance Standards apply to any areas maintained by the City of Rock Hill.

### **Turf:**

1. Mow turf and trim weekly, 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 turf shall be mowed if needed.
4. Fertilize four times per year with slow release fertilizer.
  - a. March – Complete fertilizer for grass type, per soil test
  - b. May – Complete fertilizer for grass type, per soil test
  - c. July – Complete fertilizer for grass type, per soil test
  - d. September – Complete fertilizer for grass type, per soil test
5. Maintain a proper pH and lime as needed for fescue or Bermuda
6. Monitor turf for insect and disease infestations. Treat as needed.
7. Keep turf free from all weeds.
8. Remove all heavy clippings after mowing to avoid clumping on turf.
9. Remove all debris (including trash) weekly.
10. Over-seed with a transitional blend of tall Fescue once per year (Do not use Kentucky 31, and do not over-seed Bermuda).
11. Aerate all turf areas once per year.
12. Soil analysis prior to March application with copy to City Staff.

### **Trees:**

1. Pruning shall follow proper horticultural procedures.
2. 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.
3. Tree "rings" along roadways shall be kept free of Ant mounds.
4. Maintain a clear zone of 6'-7' from ground level on large deciduous trees.
5. No trees (i.e., Crape Myrtles) shall be "cropped" off at the tops.
6. Remove all dead limbs as they occur
7. Monitor trees for insect and disease infestation; promptly address any sightings.
8. All trees are to be mulched by March 1<sup>st</sup> with dark, finely shredded hardwood mulch; free of debris.
9. All trees are to be maintained with a 2"-4" layer of mulch at all times.
10. All trees shall be maintained with a consistency of mulch in depth and type.
11. All trees shall be monitored weekly for insect and disease infestations. Any sightings shall be addressed promptly.
12. Mulch is the responsibility of the contractor.
13. Maintain soils at proper pH for plant type.
14. Copy of bed soil analysis will be provided to City Staff.
15. Fertilize annually with a complete fertilizer.

16. Trees that die or are damaged due to natural causes (see notes) shall be properly removed, and disposed of by the contractor at the expense of the City of Rock Hill, based on an inspection by both parties. The contractor at the expense of the City shall then plant a replacement tree(s).

17. Trees that die or are damaged due to neglect (see notes) shall be properly removed, disposed of, and a new tree(s) planted at the expense of the Contractor, based on an inspection by the City of Rock Hill and the Contractor.

18. Trees shall be properly staked to promote proper growth and overall form. Staked trees shall be firmly secured but allow movement. Monitor weekly. Do not allow girdling.

**Bed Maintenance:**

1. All Plant beds are to be free of weeds at all times.
2. Cut back all perennials (if area has any) by December 31<sup>st</sup>.
3. All beds are to be mulched by March 1<sup>st</sup> with dark, finely shredded hardwood mulch; free of debris.
4. All beds are to be maintained with a 2”-4” layer of mulch at all times.
5. All beds shall be maintained with a consistency of mulch in depth and type.
6. All beds shall be monitored weekly for insect and disease infestations. Any sightings shall be addressed promptly.
7. Mulch is the responsibility of the contractor.
8. Maintain soils at proper pH for plant type.
9. Copy of bed soil analysis will be provided to City Staff.

**Shrub Maintenance:**

1. Weed beds weekly during growing season
2. Utilize herbicides as necessary to control weeds
3. Do not prune plants individually unless a plant is intended to be a specimen. The design intent for mass planting is to encourage plants to grow together into a unified fashion. Consult with City Staff if there are any questions on pruning that could affect the overall design intent, or well being of an individual plant.
4. Shearing or hedging shall only be done on shrub plantings intended for such.
5. As in all planting areas, the irrigation shall be checked for proper watering operation (distribution) weekly. Water shall be monitored within individual planting beds (see irrigation section).
6. Remove dead wood as it occurs
7. Monitor shrub beds weekly for insect infestation; Treat as necessary.
8. Shrubs that die or are damaged due to neglect (see notes) shall be removed and replaced at the expense of the Contractor after inspection by the City of Rock Hill and the Contractor.
9. Shrubs that die from natural causes (see notes) shall be removed and a new shrub(s) planted by the Contractor at the expense of the City.

**Groundcover:**

1. All groundcover shall be allowed to mass together to create a matting affect, or contiguous border.
2. Groundcover such as liriopse and perennial grasses shall be cut back in late Fall to promote new growth.
3. Groundcover with a matting growth habit shall be selectively trimmed on the outer edge only, to maintain an even bedline (when planted at the edge of a bed)
4. Monitor groundcover beds weekly for insect infestation and proper watering.
5. Invasive groundcovers should not be allowed to encroach into other plantings.
6. Mulch beds annually until plants are established to a full cover.

**Annuals:**

1. Annuals shall be planted to maintain seasonal color within the landscape. Perennials may be used at the designer's discretion.
2. Summer annuals are to be planted between April 20<sup>th</sup> and May 1<sup>st</sup> each year.
3. Winter annuals are to be planted between October 6<sup>th</sup> and October 20<sup>th</sup> each year.
4. All seasonal annuals shall be planted 6" – 8" apart.
5. Fertilize plants monthly with a complete fertilizer.
6. Irrigation schedules are dependent upon the current City of Rock Hill water restrictions that are in place at the time of development and/or continuing maintenance schedules. Water shall be applied per plant requirements. Irrigation should be monitored in annual beds on a weekly basis to assure adequate watering.
7. Annual beds are to be tilled, and amended with topsoil including organic and / or soil conditioner prior to planting. Soils shall be checked at each planting period, tilled and amended as necessary. Mulch lightly (approx. 2") with finely shredded hardwood mulch. Do not cover plants with mulch.
8. Monitor weekly for insect and disease infestation and apply appropriate treatment.
9. It is the responsibility of the Contractor to coordinate annual / perennial plantings with City Staff prior to each planting. Plant, bed, and color arrangements are at the discretion of the City of Rock Hill.

**Irrigation System Maintenance and Design:**

1. The Contractor is responsible for the following:
  - a. One annual Spring start up
  - b. One annual Fall winterization
  - c. All breaks, damaged heads, lines, and all other damages caused by the Contractor.
2. The City of Rock Hill is responsible for the replacement of the controller, valves, and all other parts that fail due to natural wear.
3. Any damages by parties other than the Contractor and the City shall be replaced by the Contractor at the expense of the other party.

4. The City of Rock Hill implements a continuing water conservation effort and requires all irrigation systems to reflect the same approach in irrigation design, use and maintenance.
5. Spray heads, pop-ups and rotors are to be used sparingly and on annual & perennial beds, groundcovers and grass, only.
6. Irrigation schedules, clocks and timing devices shall also reflect the current stage of the City of Rock Hill water use restriction. Odd & even address numbers may dictate the allowable watering days based upon drought levels.
7. Over-spray, watering hard surfaces and runoff is strictly prohibited.

**General Maintenance:**

1. The removal of all leaves between October 15 and December 31.
2. Curb, sidewalks, and bedlines shall be edged weekly.
3. Do not edge plant beds, curbs, sidewalks, sign bases, poles, or any other structure within the landscape with chemical sprays. Use an appropriate edging device only.
4. All trash shall be removed from the landscape and surrounding areas weekly basis.
5. Remove and dispose of all debris such as broken limbs, twigs, leaves, etc. on a weekly basis or as necessary.
6. In cases of ice or snow within pedestrian areas, the contractor maybe requested to clear paths to assure safe, unobstructed passage. (Price per hour as additional work)
7. All Vehicles and equipment used for maintenance are to enter through provided access points and shall not track across plant beds or turf areas.
8. Maintenance vehicles and equipment shall not impede the flow of traffic within adjacent lanes on any street or roadway; nor should they impede the pedestrian flow on any sidewalk or pedestrian area.

**Notes:**

1. Natural or Special Causes define any circumstance beyond the Contractor's control (i.e., storm damage-wind, lightning: Vehicular damage, vandalism).
2. Neglect defines any circumstance within the Contractor's control or realm of responsibility (i.e., diseased plants, insect infestation, lawnmower damage to plants, improper irrigation, lack of weed control etc.)
5. All plants used in the Landscape Maintenance District shall meet current American Nurseryman Association standards.

The City of Rock Hill reserves the right to reject any plants, or landscape materials used within the Landscape Maintenance District. It may also reject any horticultural or maintenance procedure specified or not, in these standards.

**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.

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

**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

Completed Phases                      Amount: \$ \_\_\_\_\_

Phase Three                              Amount: \$ \_\_\_\_\_

Snow Removal/  
Additional Labor                      Amount: \$ \_\_\_\_\_

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

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

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

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

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

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



**Enhancing Local Businesses and Employment Opportunities in the  
Rock Hill/York County Area**

Please list all employees' names, cities and states of residence that will be working on this project. (Attach separate sheet if necessary).

<b>Name</b>	<b>City/Town</b>	<b>State</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list all businesses to be used for purchasing materials and supplies.

<b>Product</b>	<b>Company</b>	<b>Address, City, State</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **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.