



**CITY OF ROCK HILL  
BID REQUEST**

**Neighborhood Stabilization Program – Residential Rehabilitation**

The City of Rock Hill is seeking competitive bids from qualified Contractors interested in providing the City with Turn Key Rehabilitation of 237 Marion St., Rock Hill, SC 29730 for its Neighborhood Stabilization Program.

Sealed bids will be received by the Housing and Neighborhood of the City of Rock Hill, South Carolina until 10:00 A.M. local time on February 8, 2012 at which time they will be publicly opened and read aloud.

The bid opening will begin promptly at 10:00 AM in the Housing and Neighborhood Services Office located at 150 Johnston Street, Rock Hill, SC 29731.

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No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.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: NSP, Paint Encapsulation/Abatement of 237 Marion Street.**

Bids may be mailed to the City of Rock Hill, Housing and Neighborhood Services, Attention: Tracy Helms, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to the Housing Neighborhood Services Office located at 150 Johnston Street, 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.

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 Elizabeth Hurrell @ 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 ACCORD 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.

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.

### **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."

## Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- A. Be friendly, courteous, and helpful
- B. Company uniforms must be worn at all times
- C. Staff members must look and act professional at all times.

### CONTRACTORS EMPLOYEES:

Contractor and employees of the contractor must have documented background checks and the City of Rock Hill Human Resources Department reserves the right to conduct our own internal background checks. If the City exercises that option it would be at our cost unless the findings uncover reasons that these individuals should not be working on a city property.

Contractor shall investigate and certify that, during the term of the Agreement, all employees and persons under Contractor's control have not been convicted of a sexual crime or are on the sexual offender registry.

Payments to contractor will be processed as received.

**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 date of award for the duration of the project, approximately 21 days.

**Housing and Neighborhood Services of Rock Hill**  
**SCOPE OF WORK**  
**Neighborhood Stabilization Program – Residential Lead Based**  
**Paint Encapsulation/Abatement**

Bid is to be Turn-Key, including all applicable materials, labor, permits, insurance, debris removal and other necessary items that may be required to complete the Scope of Work.

For more information; to gain access to the homes or for general questions about the scope of work, please contact Tracy Helms at [thelms@cityofrockhill.com](mailto:thelms@cityofrockhill.com) or (803) 329-5589 or 802-242-2863 cell.

Only bids from Licensed General Contractors and Licensed Residential Builders can be accepted per SC State Housing Guidelines. **This project will require a Lead Based Paint Certified Renovator on record.**

**Project Location: 237 Marion Street, Rock Hill**

**1. Right side: Rear Bedroom: Rear window.**

1. Remove all OSB from boarded up windows/doors. Dispose of OSB. Fill screw holes. **(ITEMIZE THIS COST SEPARATELY)**
2. Install a new wooden-vinyl clad double hung replacement window, egress approved: White with full screen: Divided glass on top sash and non divided glass on lower sash: (match look of existing window). Install any additional trim detail as needed.

**(Must use Lead Safe Paint Work Practices)**

**2. All Windows and Frames.** Not new window

1. Secure with screws, on interior side, all window sashes shut.
2. Caulk all wooden windows sash seams with paint able caulk. Both interior and exterior sides of sashes
3. Use Lead Encapsulation Paint, White, (The City of Rock Hill must verify your choice of paint for Lead Coverage.) **This encapsulation process requires (2) coats of encapsulation paint (brushed or rolled only)** and also for Summit Engineering, the Lead Testing Company, to verify each application. This requires some simple scheduling.
4. Paint all interior and exterior window frames, trim and sashes.
5. Paint the front exterior door frame

6. Paint the exterior wooden ceiling on the front porch
7. Paint the exterior eaves/soffit on the structure

**3. Miscellaneous:**

1. Clean all windows/glass; both sides.
2. Clean interior of house when complete. Wipe all fixtures, cabinets, countertops and mop all floors.

**LEAD SAFE WORK PRACTICES ARE MANDATED**

This form must be completed

PUR302

BID SHEET

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

237 Marion Street: \$ \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email Address. \_\_\_\_\_

## **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)

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(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.