



BID REQUEST

GROUNDS MAINTENANCE OF POLICE RANGE

The City of Rock Hill is seeking competitive bids from qualified contractors interested in providing the city with the grounds maintenance for the Police Range.

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 10:00 AM, local time, on September 1, 2010, at which time they will be publicly opened and read aloud.

The bid opening will begin promptly at the appointed time in the conference room located in the Operations Center, 349 Columbia Avenue, Rock Hill, South Carolina. The bidder/vendor is responsible for timely submission of his/her bid. No bids will be accepted after the bid opening begins.

PLEASE INCLUDE THREE COPIES OF YOUR QUOTATION

A MANDATORY pre-bid conference will be held at the Operations Center located at 349 Columbia Avenue Rock Hill, SC 29730 on August 27, 2010 @ 10:00 a.m.

Your bid will not be considered if you do not attend this meeting. Please call (803) 329-7072 for directions.

No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.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 POLICE RANGE: OPEN SEPTEMBER 1, 2010 @ 10:00 AM.**

Bids may be mailed to the City of Rock Hill Purchasing Division, (Attn: 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 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 the Business License Office @ 803-329-7042 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

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.

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.

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.

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 9/10/2010 through 8/31/2013 with an option of a second two (2) year term.

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

LOCATION:

2352 Worthy Boys Road, Rock Hill, SC 29730

SCHEDULED HOURS:

Work may be performed from 8:00 AM thru 4:00 PM each day without notification; work performed at other times must be approved by Officer Chris Crowder.

CITY RESPONSIBILITY:

1. Moving vehicles as needed

CITY CONTACTS:

Questions regarding insurance or bonding should be directed to Dorothy Archie @ 803-329-7025, technical questions to Officer Chris Crowder @ (803) 326-2433, and questions regarding terms and/or conditions to Marty Burr @ 803-329-5551.

THE CITY OF ROCK HILL MAINTENANCE STANDARDS

The Goal is to enhance and maximize the landscape of City-owned properties through professional maintenance practices that will maximize their use and be aesthetically pleasing to the citizens and visitors.

TURF:

Maintain for common turf (Fescue or Bermuda) grass. Follow recommended cultural practices necessary.

- a) Mow turf weekly, at a height of 2” to 2.5” for Bermuda, and 3” to 3.5” for Fescue.
- b) Fertilization lime and seeding; make recommendations & quote.
- c) Monitor turf for insect & disease infestations; make recommendations & quote.
- d) Edge as needed (not with chemicals)
- e) Remove all debris from location
- f) Over-seed; make recommendations & quote
- g) Core-aeration; make recommendations & quote

GENERAL MAINTENANCE:

- a) Blow off all curb line and sidewalks as needed.
- b) Curb line and sidewalks are to be edged as needed.
- c) All areas that cannot be cut with a mower are to be trimmed to the required height.
- d) Spray of chemicals in turf areas; maximum of 2” to 3” wide.
(No edging walks or curb with chemicals. ONLY obstacles)
- e) All trash removed from location as needed.
- f) Remove all debris.
- g) Leaf removal as needed in the months of October, November, December and January.
- h) Remove limbs 6” in diameter and less. All limbs larger will be the City of Rock Hill responsibility.

CONTRACTOR LIABILITY:

Any damage to vehicles or other property.

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:



**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).

Name	City/Town	State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Product	Company	Address, City, State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.