



January 30, 2012

PRE-BID MEETING

February 09, 2012

I 77 Exit 82 Interchanges A, B, C
Landscaping and Maintenance Project

Time: We are pleased to invite your company to a mandatory pre-bid meeting on February 09, 2012 @ 11:00 A.M. This site visit meeting may take several hours.

LOCATION: Operations Center Purchasing Office Conference Room, 757 South Anderson Road, Suite 103, Rock Hill, South Carolina 29730.

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. Tree installation
2. Ornamental grass installation
3. Pruning
4. Picking up trash
5. Trimming/weedeating
7. Vegetation Control/Roundup
8. Insect control

If you have any questions please contact Marty Burr at mburr@cityofrockhill.com or 803-329-5551.

Hope to see you on February 09, 2012 @ 11:00 A.M.

BID REQUEST

INSTALLATION and MAINTENANCE PROJECT

The City of Rock Hill is seeking competitive bids from qualified contractors interested in providing the City with the installation of plants trees and shrubs along with the maintenance. This project known as the I-77 Exit 82 A, B, C interchanges planting project.

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 10:00 A.M. local time on February 21, 2012, at which time they will be publicly opened and read aloud.

The bid opening will begin promptly at 10:00 AM est. at the Purchasing Division. 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No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

All bids must be in a sealed envelope and marked: SEALED BID: Installation and Maintenance I 77 Interchanges: OPEN February 21, 2012 @ 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 757 South Anderson Road, Suite 103, 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 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.

PAYMENTS: Payments to contractor will be; one payment for the installation and monthly payments for the maintenance.

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 2/20/2012 thru 3/10/2015.

RULES: Only contractors with current pesticide applicator license will be considered. Contractor must submit with RFP a copy of your category three (3) pesticide license unless already on file with the City of Rock Hill.

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.

Contractor must have a minimum of five (5) full time employees along with the equipment to perform the work as outlined.

Contractors must conform to all DOT 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

COMPLETION of WORK:

All installation work needs to be completed on or Before March 31, 2012. Please let us know of your anticipated completion date, this date will be taken into consideration

SCHEDULED HOURS: Roadway work hours of operation must conform to DOT rules and regulations.

MAINTENANCE FREQUENCIES: Successful bidder will be expected to visit site not less than 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. SCDOT Permits. This permit has been applied for and is waiting final approval. Any delays with regards to the permit will be taken into consideration of the contractors performance.

CITY CONTACTS: Questions regarding insurance should be directed to Dorothy Archie at darchie@cityofrockhill.com or 803-329-7025, technical questions to Bill Berry at 803-326-3792, and questions regarding terms and/or conditions to Marty Burr @ mburr@cityofrockhill.com or 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 only if you are the successful bidder.

The contract will be for three (3) year period beginning on February 20, 2012 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."

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.

- 1.) Local contractors and businesses (Rock Hill/York County) with a valid City of Rock Hill business license could have a 5% advantage during the consideration of bids.
- 2.) The maximum value of the 5% advantage will be capped at \$15,000.
- 3.) If a Local Business is within 5%, not exceeding \$15,000, of the lowest bid received, the Local Business will be given consideration of the bid award if they are willing to provide goods or services at the price of the lowest bid received.
- 4.) If conditions of number 3 above are met and the Local Business is not willing to provide goods or services at the price of the lowest bid received, the consideration of the bid award will revert back to the lowest bid received, or the next lowest Local Business within the 5% (maximum \$15,000) advantage threshold.
- 5.) Contractor and or business must make every reasonable attempt to hire local Rock Hill/York County residents.
- 6.) 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.
- 7.) 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 (This list will be used in the evaluation process).
- 8.) Special consideration may be given to companies that have products produced and/or manufactured in the United States.
- 9.) Local Purchasing provisions of this section were revised on February 14, 2011, and will be in effect without expiration unless re-authorized by the City Council.
- 10.) Local Purchasing preferences cannot apply: (i) to Federally Funded Projects (ii) to State Funded Projects where the State restricts the use of local preferences under such circumstances; or (iii) to projects funded by Bond proceeds where the Bond covenants restrict the manner of procurement.
- 11.) Utilization of the Local Purchasing program requires a minimum of three bids; if three or more bids are not received the Local Purchasing program can't be utilized.

**I-77 Interchanges 82 A, B, C
Tree and Ornamental Grass Planting Specifications**

REFERENCES:

1. ANSI A300 (Part 6) - 2005 Transplanting
2. ISA Best Management Practices – Tree Planting
3. ANSI Z-60.1 - American Standard For Nursery Stock
4. Rock Hill City Code

SCOPE OF WORK: Furnish and plant Trees and grasses (see plant list below) according to all specifications. Mulch all bed areas with hardwood mulch.

STANDARDS AND SPECIFICATIONS:

1. All plant material shall meet all specifications herein, including but not limited to the physical specifications of the desired nursery stock describing the planting size and quality. All plant material is subject to inspection and approval by the PRT Project Supervisor prior to installation. The City reserves the right to reject any plants which do not meet the required specifications for size or quality.
2. All plant material shall be installed according to ANSI A-300 Transplanting Standards and ISA Best Management Practices - Tree Planting. All transplanting work is subject to inspection and approval by the PRT Project Supervisor. The City reserves the right to reject any work which does not meet the required specifications.
3. The planting beds shall be prepared to a depth of twelve (12) inches with a planting mix of 80% native soil and 20% approved soil amendments. Planting beds shall be prepared wide enough to accommodate all roots without crowding. All rocks, sticks or other debris larger than two (2) inches in diameter shall be removed prior to planting. Soil amendments will be approved by the Park Supervisor.

TRANSPLANTING OBJECTIVES: The objective of transplanting shall be to establish the healthiest, highest quality plant material (trees and shrubs) according to the standards contained in ANSI A-300 (Part 6) 2005 Transplanting.

REQUIREMENTS

- Contractor must consult with and notify the PRT Project Supervisor regarding approval of nursery stock prior to or upon shipment.
- Transplanting must be performed according to ANSI A300 (Part 6) – 2005 Transplanting and ISA Best Management Practices – Tree Planting.

- Contractor is responsible for calling PUPS and having all utilities located prior to any digging or transplanting.
- Contractor shall install materials according to the drawings supplied by the City of Rock Hill. Any field adjustments from the drawings must be approved by the PRT Project Supervisor prior to doing work.
- Contractor shall be responsive to customers, according to the customer service standards of the City of Rock Hill.
- At City of Rock Hill discretion, Contractor shall replace any declining or dead plant material (at Contractor's expense) at the end of one year from the date of planting.
- Contractor is not responsible for replacing trees or shrubs damaged by vandalism or vehicular collision.

Plant Plan		
Plant	Amount/Size	Instructions
Red Maple	56 – 4" caliper	50' on center
Willow Oak	31– 4" caliper	50' on center
Southern Magnolia	27 – 12' height	50' on center
"Natchez" Crape Myrtle	35 – 12' height	30' on center
"Pink" Muhlenbergia	3000 – 1 gal	4' on center
Switch Grass	3000 – 1 gal	4' on center
"Shenandoah" or "Heavy Metal"		

MULCH: All beds will be mulched with hardwood mulch. Beds will be mulched collectively (a dense 4 inch minimum layer of hardwood mulch sufficient to completely cover the bare ground in the entire bed).

Quantity: Whatever it takes to provide a dense, 4 inch layer as described above.

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.

Bed Maintenance:

1. All Plant beds are to be free of weeds at all times.
2. Cut back all ornamental grasses annually.
3. All beds are to be mulched by March 1st with hard wood mulch.
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 insects and diseases.
7. Insect and disease control is the responsibility of the contractor.
8. Mulch is the responsibility of the contractor.

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" 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 insects and diseases.
8. Insect and disease control is the responsibility of the contractor.
9. All trees are to be mulched by March 1st with Double Hammered hard wood mulch.
10. All trees are to be maintained with a 2"-4" layer of mulch at all times.
11. All trees shall be maintained with a consistency of mulch in depth and type.
12. Mulch is the responsibility of the contractor.
13. Fertilize annually with a complete fertilizer.
14. 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).
15. 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.
16. 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 and remove stakes once trees are established.

Irrigation:

The Contractor is responsible for the following:

1. Installation of watering bags for trees as necessary.
2. Filling and maintenance of tree water bags as necessary.

General Maintenance:

1. Test soils in all tree and bed areas annually and provide City of Rock Hill staff with a copy by March 1st of each year.
2. Maintain proper soil nutrient levels and proper pH levels as needed for trees and ornamental grasses per soil test.
3. Do not edge plant beds or tree rings landscape with chemical sprays. Use an appropriate edging device only.
4. All trash shall be removed from the landscape and surrounding areas weekly.
5. Remove and dispose of all debris such as broken limbs, twigs, leaves, etc. on a weekly basis or as necessary.
6. All vehicles and equipment used for maintenance are to enter through provided access points and shall not track across plant beds or turf areas.
7. Maintenance vehicles and equipment shall not impede the flow of traffic 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, lightning: Vehicular damage, vandalism).
2. Neglect defines any circumstance within the Contractor's control or realm of responsibility (i.e., diseased plants, insect infestation, improper water management, lack of weed control, etc.)
3. All plants used shall meet current American Nurseryman Association standards.
4. The City of Rock Hill reserves the right to reject any plants, or landscape materials used. It may also reject any horticultural or maintenance procedure specified or not, in these standards.

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:

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

COMPANY _____

Authorized Signature

PRINT NAME AND TITLE: _____

SIGNATURE _____ DATE _____

This form must be completed.

PUR305

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:

Monthly bid amount for Maintenance: \$ _____

Amount for plants and installation: \$ _____

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).

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.