



CITY OF ROCK HILL

BID REQUEST

MOWING AND YARD MAINTENANCE

The City of Rock Hill is seeking competitive bids from qualified contractors interested in providing the City with lawn maintenance.

Sealed bids will be received by the Housing & Neighborhood Services of the City of Rock Hill, South Carolina until 10:00 AM local time on January 10, 2012 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 HNS Office, 150 Johnston St., Rock Hill, South Carolina 29730. 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

No bid may be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening.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 LAWN MAINTENANCE: OPEN January 10, 2012 @ 10:00 AM.**

Bids may be mailed to the City of Rock Hill, Housing & Neighborhood Services, (Attn: Jimmy Mahon), 150 Johnston St., Rock Hill, South Carolina 29730 or hand delivered to the HNS Office located at 150 Johnston St., Rock Hill, SC 29730, 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 Betty Miller @ 803-329-7046 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.

Payments to contractor will be in monthly increments totaling the hourly rate 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 01/23/2011 – 06/30/2013 with an option of a second two year term.

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.

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.

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.”

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.

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.

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.



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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCATIONS and SCOPE OF WORK:

**Neighborhood Stabilization Program
Lawn Maintenance**

The City of Rock Hill is seeking qualified firms to perform the following lawn maintenance activities at the home sites listed below. Lawn maintenance on two properties will begin immediately; 319 Robinson Drive and 256 Booker Washington Street.

Additional properties will be provided to the successful bidder as they are identified and acquired by the City. The bid must include pricing for the following activities:

Current Property Locations and Information:

- 319 Robinson Street
- 711 Flint Street
- 100 Knox Court
- 256 Booker Washington Street
- 1012 Willowbrook Road
- 1307 Ogden Road

Individual Quotes, by address, will be based upon the following requirements and must be itemized per requirement when possible. The City of Rock Hill will select options.

- *Lawn mowing services; 1 cut per week; March – October.
To include the placement of any limbs, sticks etc on curb for pick up by City sanitation. Cuts are to occur within the same 2 day window each week unless weather changes schedule.
- *Price per cut (for off season cutting as determined by the City)
- *Quarterly pruning of hedges and shrubs within 10 feet of home.
(pruning to occur within the first two weeks of each quarter)
- *Semi-Annual placement of pine straw on shrubs-beds along front side of home

For more information please contact Jimmy Mahon at jmahon@cityofrockhill.com or (803) 817-5116.

SCHEDULED HOURS:

Work may be performed from 8:00 AM to 5:00 PM each day. You will be notified of the address. E-mail is the preferred method of notification; mail will be used as a secondary notice. All work must be completed within 5 business days of notification.

CITY RESPONSIBILITY:

1. Sending information and locations to contractor
2. Processing invoices for payment after work is completed.
3. Contacting and working with property owner

CITY CONTACTS:

Questions regarding insurance should be directed to Dorothy Archie darchie@cityofrockhill.com or 803-329-7025, location questions contact Jimmy Mahon @ jmahon@cityofrockhill.com or 803-817-5116, and questions regarding terms and/or conditions to Marty Burr mburr@cityofrockhill.com or 803-329-5551.

CONTRACTOR LIABILITY:

Any damage to vehicles or other property

Having work completed within 5 business days of notification

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

PUR298

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:

ADDRESS		Initial Cutting-Cleanup		* Per Cut Price(# 35 per Season)
319 Robinson Street	X	\$	\$	(x 35 Cuts)\$
711 Flint Street	X	NONE	\$	(x 35 Cuts)\$
100 Knox Court	X	NONE	\$	(x 35 Cuts)\$
256 Booker Wasington Street	X	NONE	\$	(x 35 Cuts)\$
1012 Willowbrook Avenue	X	NONE	\$	(x 35 Cuts)\$
1307 Ogden Road	X	NONE	\$	(x 35 Cuts)\$

* Per Cut Price : See Below

* To Include Cutting , Weedeating ,Edging and blowing debris off drives and sidewalks..

** All properties must be kept in ready to occupy condition. All properties must meet IPMC of 2006 .

*** Any other lawn maintenance will be approved by an HNS representative in writing - No Exceptions.

Company Name _____

Address _____

Name _____ Title _____

Signature _____

Date _____ Telephone No. _____

Email Address. _____

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.