



**CITY OF ROCK HILL, SOUTH CAROLINA**

**REQUEST FOR PROPOSAL**

**CHERRY PARK TREE PLANTING PROJECT**

**MANDATORY PRE-BID MEETING October 10, 2016 at 1:00 PM**

The City of Rock Hill, South Carolina is seeking competitive bids from qualified firms to provide the City with the removal and installation of trees along with one year of maintenance.

**Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on October 10, 2016 at 1:00 PM beginning at the Cherry Park Tower, 1466 Cherry Road, Rock Hill, South Carolina 29730. Inspection, questions and work review will take place at this time. Only those companies with representatives in attendance at this meeting and who have signed in will be allowed to submit a bid proposal.**

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

**Background**

The City of Rock Hill Parks, Recreation & Tourism Department is responsible for this project.

## **Bid Request**

Sealed bids will be received by the Purchasing Division of the City of Rock Hill, South Carolina until 2:00 PM local time on October 20, 2016 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. Details of the award will be posted on our website [cityofrockhill.com](http://cityofrockhill.com) after the bid opening.

The bid opening will begin promptly at the appointed time in the Purchasing Office, located at the City Operation Center, 757 S. Anderson Rd. Building 103, Rock Hill, South Carolina 29730. No bid may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of his/her bid.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

Bids may be mailed to City of Rock Hill, Attn: Tom Stanford, P.O. Box 11706, Rock Hill, South Carolina 29731 or hand delivered to Tom Stanford, Operations Center Purchasing Office, 757 S. Anderson Rd., Building 103, prior to the appointed time of the bid opening.

All bids must be in a sealed envelope and marked **“SEALED BID; CHERRY PARK TREE PLANTING PROJECT, OPEN OCTOBER 20, 2016 at 2:00 PM.”**

All bids must be approved by the Rock Hill Parks, Recreation & Tourism Department and the City Manager.

Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

## **City Contact**

If you have any questions regarding this RFP or terms or conditions, please contact Tracy Smith with the Purchasing Office at [tracy.smith@cityofrockhill.com](mailto:tracy.smith@cityofrockhill.com).

**All questions about the RFP or the work itself must be submitted to City staff by Thursday, October 13 at 2:00 PM.**

### **Qualified Vendor**

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet all requirements for licensing, insurance and service contained within this RFP.

### **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.

### **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 shall indemnify and hold 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 City, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

### **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.

### **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.

### **Excluded Bidders**

Bids from vendors/contractors with prior poor performance; quality issues, contract conformance, payment history, timeline compliance, or any other reason the City deems POOR PERFORMANCE will not be considered.

Excluded Vendors/Contractors can resubmit complete company information with references for city review after a minimum of one year from the last excluded bid. City will contact Vendor/Contractor with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Contractor based on findings.

## 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 vendors, services, contractors, companies and businesses (Rock Hill/York County) with a valid city of Rock Hill business license may have the opportunity to receive a 3% or a 5% adjustment factor during the consideration of bids. A LOCAL VENDOR, SERVICE, CONTRACTOR, COMPANY OR BUSINESS is defined as a business offering the services and or products being bid. Business must have been established for not less than one year within York County limits along with holding a valid City of Rock Hill Business License for the entire year prior to bid date. City Council shall be entitled to make the final decision as to whether such business is local and may in its discretion consider factors such as the length of time prior to issuance of the local business license, the actual physical presence within the corporate limits or within York County, property taxes attributable to such entity received by the City of Rock Hill, local employment and any other reasonable factors to insure that this policy is not being circumvented.
- 2.) Business located within the Rock Hill municipal limits may be considered for a 5% adjustment factor. Businesses located in York County outside the Rock Hill municipal limits may be considered for a 3% adjustment factor.
- 3.) The maximum value of the percentage adjustment factor will be capped at \$25,000.
- 4.) If a local business is within the percentage guideline, not exceeding \$25,000, of the lowest bid received, the local business may be given consideration of the bid award if it is willing to provide goods or services at the price of the lowest bid received.
- 5.) If conditions of number 4 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 the lowest bid received, or the next lowest local business within the percentage (maximum \$25,000) adjustment factor threshold.
- 6.) Contractor and or business must make reasonable attempt to hire local Rock Hill/York County residents.
- 7.) Selected contractor(s) must make reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid from a local business with a valid City of Rock Hill Business License.
- 8.) 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).
- 9.) Special consideration may be given to companies that have products produced and/or manufactured in the United States.
- 10.) Local Purchasing provisions of this section will be in effect and apply to bidding until June 30, 2017 and expire unless re-authorized by the City Council.
- 11.) Local Purchasing adjustment factors 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.
- 12.) Utilization of the Local Purchasing program requires a minimum of three bids; if three or more bids are not received the Local Purchasing program cannot be utilized.

**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.

The Rock Hill Police Department along with the City of Rock Hill also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with city workings or investigative activities.

COMPANY \_\_\_\_\_

Authorized Signature:

PRINT NAME AND TITLE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Instructions to Bidders

**Purpose:** The purpose of this document is to provide to potential bidders general and specific information in submitting a bid to supply the City's needs as listed within.

### 1.1 **Definitions:**

- A) **Bidder:** This term is used to encompass the party seeking to have an agreement with the City of Rock Hill.
- B) **City:** This term is defined as the City of Rock Hill, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the City's Purchasing Office or to his designated contact.
- C) **Purchase:** This term means the agreement to be executed by the City and the successful bidder.

### 1.2 **Bid Preparation:** All bid responses shall be

- A) Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.
- B) Typewritten or completed in ink, signed by the bidding firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- C) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Bid Request.
- D) Each bid shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

### 1.3 **Bid Submission:** three (3) copies of the Bid Response shall be:

- A) Submitted in a sealed envelope with the following information written on the outside of the envelope:
  - \* The name of the bidding company;
  - \* Identification of items being bid; date and time of bid opening.
- B) Mailed or delivered to the address shown in the Bid Request for receipt by the City by the stated deadline.
- C) Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

### 1.4 **Failure to bid:** Any company which does not desire to offer a bid should submit to the City a letter stating a reason for not bidding and whether the bidder desires their company's name be retained or removed from the City's bid list for future solicitations.

### 1.5 **Errors in Bid:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern.

- 1.6 Award Criteria:** The award shall be made to a single bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. The City reserves the right to make such decision as it deems to be in its own best interest. The City alone shall make such determination.
- 1.7 Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.8 Brand Name:** The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

## **Cherry Park Tree Removal, Installation and Maintenance Specifications**

### **REFERENCES:**

1. ANSI A300 (Part 6) - 2008 Transplanting
2. ANSI A300 (Part 2) - 2008 Pruning
3. ISA Best Management Practices – Tree Planting
4. ISA Best Management Practices – Tree Pruning
5. ANSI Z-60.1 - American Standard for Nursery Stock
6. Rock Hill City Code

### **SCOPE OF WORK:**

Remove Bradford Pears, furnish and plant trees according to all specifications. Mulch all bed areas with hardwood mulch. Provide one (1) year warranty and maintain trees during warranty period. Planting instructions and site map will be provided at the Pre-bid meeting.

### **BRADFORD PEAR REMOVAL SCOPE OF WORK:**

Contractor should remove 65 specified Bradford Pears. The contractor will be responsible for disposing of all debris from trees that are removed. The contractor should also remove stumps and roots for the Bradford Pears as new trees will be planted where the old trees are removed. Suitable planting soil will need to be used when planting the new trees.

### **PLANTING STANDARDS AND SPECIFICATIONS:**

1. Approximately 65 trees will be planted to replace the removed Bradford Pears. A full list of tree types and sizes will be made available at the pre-bid meeting.
2. 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.
3. 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.

## **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) 2008 Transplanting.

### **Requirements:**

1. Contractor must consult with and notify the PRT Project Supervisor regarding approval of nursery stock prior to or upon shipment.
2. Transplanting must be performed according to ANSI A300 (Part 6) – 2008 Transplanting and ISA Best Management Practices – Tree Planting.
3. Contractor is responsible for calling PUPS and having all utilities located prior to any digging or transplanting.
4. 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 Project Supervisor prior to doing work.
5. Contractor shall be responsive to customers, according to the customer service standards of the City of Rock Hill.
6. 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.
7. Contractor is not responsible for replacing trees or shrubs damaged by vandalism or vehicular collision (if damage occurs after installation is complete).

## **WORK SITE:**

1. Work site is to be left clean and free of debris at the end of each work day.
2. Any excess soil from excavation must be removed by contractor.
3. Contractor is responsible for ensuring no open holes are left at end of work day.
4. Contractor is responsible for all utilities locating on job site
5. Contractor will be responsible for correcting any damage on job site.

## **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.

### **Trees:**

1. Pruning shall follow ANSI A300 and ISA Best Management Practices
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" (if used) shall be shallow and 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 with Double Hammered hard wood brown mulch.
10. All trees are to be maintained with a 4" layer of mulch at all times with no mulch touching the trunk.
11. All trees shall be maintained with a consistency of mulch in depth and type.
12. Mulch is the responsibility of the contractor.
13. All trees should be warrantied for twelve months.
14. Apply three (3) fertilizer applications and notify PRT Project Supervisor of applications and what was applied.
15. Trees that die or are damaged due to special 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).
16. 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.
17. 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. Maintain proper soil nutrient levels and proper pH levels as needed for trees and ornamental grasses per soil test.
2. Do not edge plant beds or tree rings landscape with chemical sprays. Use an appropriate edging device only.
3. All trash shall be removed from the landscape and surrounding areas weekly.
4. All vehicles and equipment used for maintenance are to enter through provided access points and shall not track across plant beds or turf areas.
5. Maintenance vehicles and equipment shall not impede the flow of traffic nor should they impede the pedestrian flow on any sidewalk or pedestrian area.
6. The mulched areas should be kept free of grass and weeds at all times.

**Notes:**

1. Special Causes or Acts of God define any circumstance beyond the Contractor's control (i.e., storm damage, lightning, vehicular damage (after installation), or 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, root balls allowed to freeze or abused before planting, etc).
3. All plants used shall meet current American Nurseryman Association standards.

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.

**WORK SCHEDULE:**

All trees should be installed within 60 days from the date of execution. Contractor will be subject to a \$200.00 per day fine for non-completion at end of contract term.

Acts of God or weather conditions will be taken into consideration before fines are enforced.

**DRAWINGS, ETC.:**

Complete as-built drawings of the entire project shall be submitted to City staff after the plantings have been completed.

**Company Information**

- 1. Number of years in business (\_\_\_\_\_)
- 2. Number of full time employees (\_\_\_\_\_)
- 3. Number of part time employees (\_\_\_\_\_)
- 4. List equipment owned, size and brand for specified work.

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List the names and telephone numbers of at least three commercial customers in the North Carolina or South Carolina area.

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**Bid Sheet**

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Please include three (3) copies of this sheet.

Provide tree removal, installation and maintenance for City of Rock Hill for a period of twelve (12) months:

**Please include any delivery fees and any other charges that may be applied.**

Removal, purchase and installation of trees, as specified: \$ \_\_\_\_\_

Cost to maintain trees: \$ \_\_\_\_\_/month

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

Address: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_