



CITY OF ROCK HILL, SOUTH CAROLINA

REQUEST FOR PROPOSAL

**FEWELL PARK RECREATION CENTER AND
CHERRY PARK TOWER PAINTING**

Mandatory Pre-bid Meeting: October 18, 2016 at 9:00 a.m.

The City of Rock Hill, South Carolina is seeking competitive bids from qualified firms to provide the City with painting at the Fewell Park Recreation Center and Cherry Park Tower. Below is a description of service requirements.

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be held on October 18, 2016 at 9:00 AM at the Fewell Park Community Room located at 1204 Alexander Road, Rock Hill, SC 29732. Inspection, questions and work review will take place at this time. Only those companies with representatives in attendance who have signed in at this meeting will be allowed to submit a bid proposal. Companies must visit all sites in order to bid.

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 November 1, 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 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No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.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 **“FEWELL PARK & CHERRY PARK PAINTING; OPEN November 1, 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 Tom Stanford with the Purchasing Office at tom.stanford@cityofrockhill.com.

All questions about the RFP or the work itself must be submitted to City staff by Tuesday, October 25 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.

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

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 their 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 single 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.

Scope of Product Requirements

Paints and Coatings Bid Specifications

I. Contractor Responsibilities

- A. The Contractor shall provide quality workmanship and paints/coatings materials as manufactured by Sherwin-Williams SHER-CRYL High Performance Acrylic or equivalent product. Contractor should submit in writing, an outline of the color coating surfacing system and its application. Submittal shall include an 8.5 X 11 inch sample sheet illustrating the selected color with color designation and number of coatings. Any substitute paint brands or grades must be submitted to and approved by City staff.
- B. The contractor shall provide a schedule of work to be completed with provisions for delay due to weather.
- C. The contractor is responsible for cleanup of the site at the end of each work day and at the completion of work.
- D. The contractor shall be responsible for meeting all other requirements specified herein.
- E. All work must be coordinated with an authorized member of City staff. Painting work may be allowed over the course of weekends, but will need to be coordinated with City staff.

II. Standards

The work hereunder shall be done in a thorough workmanlike manner and conform to the standards approved for paints and coatings.

III. Specifications

- A. There shall be a minimum of two coats of paint or coatings and specified as outlined in section I. A. above. Application shall be performed by skilled workmen in accordance with manufacturer's instructions. Material should not be applied when moisture and temperature levels are not within manufacturer's instructions.
- B. Patching materials and fastener head cover materials shall be latex filler. Joint compounds and patch resolution shall be specified as outlined in section I. A. above.
- C. Verify all surfaces are ready to receive paints and coatings as instructed by the product manufacturer. Correct any defects, clean surfaces and remove or repair existing coatings that exhibit defects. (Scrape, sand, patch, etc.) Screw fasteners (not nails) shall be used if any fasteners are needed to correct defects.

- D. Remove or tape all electrical plates, hardware, light fixture trim, etc. prior to preparing surfaces of finishing. Any removed plates, fixtures, etc. should be replaced and all tape should be removed after painting is completed. Any removable bulletin boards or padding should be removed prior to painting and replaced.
- E. Apply products in accordance with manufacturer's instructions. Apply each coat to uniform appearances.
- F. Sand wood surfaces between coats to achieve required finish. Where clear finishes are required, tint fillers to match wood.
- G. All metal surfaces should be painted with two coats of semi-gloss latex enamel. Metal surfaces should be prepared in the same way as other surfaces.
- H. All exterior surfaces should be cleaned and prepped for paint in a way that will allow for the proper application of paint.

IV. Other Instructions

- A. Products of equal value and any deviation of the above specifications shall require prior approval from the assigned PRT Project Manager.
- B. The Fewell Park Center will have an afterschool programs and camps between 2:30 PM and 6:00 PM in the basement. Fewell Park also offers various classes that the selected contractor will need to work around. Any work at this location will need to be coordinated with the PRT project manager.
- C. Softball and baseball games occur at Cherry Park after 5:00 PM until November 15, 2016. No work can be conducted during these times.
- D. Contractor must keep copies of the materials safety data sheets (MSDS) on site at all locations being painted for all chemical materials used.

V. Contract Term

This contract will run from 60 days from the date of contract execution. Any work not completed within that time frame will be subject to liquidated damages in the amount of \$100 per day. Acts of God or weather conditions will be taken into consideration before fines are enforced.

Areas to be Painted/Restored:

Fewell Park Center:

Interior-

- Restrooms
- All painted doorframes
- All painted walls and shelving unless otherwise noted.
- Kitchens
- All painted ceilings
- Stair rails and bead board should be sanded, primed and refinished
- Brick walls unless noted otherwise
- Metal doors
- Kiln room
- Kiln room floor with floor paint
- Kiln hood- prepped and painted with heat resistant paint
- Closets unless noted otherwise
- Downstairs furnace room floor with floor paint
- Downstairs furnace room cabinets
- Back of upstairs furnace room door and areas that can be reached
- Unpainted bulletin board frames
- Window frames
- Any unpainted conduit on painted surfaces.
- Williams Room & closets
- All duct work
- Cabinet doors and frames to the back of the frames where noted.
- Downstairs art room cabinet doors, inside and outside.
- Back office (Ann's office) walls and door frame
- Back office brick walls
- Back office shelves and cabinets.
- Downstairs hallway should be prepped with moisture lock
- Banister and panel board should be cleaned and restored with clear coat

Exterior-

- All metal surfaces currently painted
- All doors that are currently painted
- Handrails
- Painted metal vents/fan hood
- The wood on all park benches close to the building
- Bike rack
- Posts and beams under the back canopy
- Flag pole
- Safety stripes on steps
- Window frames
- Grate on the outside of the side and back doors
- Vent/fan hoods, painted black
- Grate in front of the building, painted black
- Pressure wash gutters

Cherry Park Tower:

Interior-

- All restrooms
- All painted doorframes and other trim, unless otherwise specified.
- All wooden doors should be sanded and refinished
- Kitchen
- All painted ceilings
- Re-spackle, tape and repair water damage on the ceiling
- Clean and paint vents
- First Aid room walls, ceilings, walls and ceilings.
- Umpire room walls and ceilings.
 - Re-spackle and repair water damage in ceiling

Exterior-

- All metal surfaces currently painted
- All doors that are currently painted

Areas NOT to be Painted:

Fewell Park Center:

- Letters on the Fewell Park sign
- Mural in entry foyer
- Vinyl ceilings on porches
- Picnic tables

Cherry Park Tower:

- Plastic stall doors
- Plastic partitions
- Laminate countertops in the concessions area and on the third floor.

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.

Cost to paint centers, as specified:

Fewell Park, interior: \$ _____

Fewell Park, exterior: \$ _____

Cherry Tower, interior: \$ _____

Cherry Tower, exterior: \$ _____

Total cost for all centers, interior & exterior: \$ _____

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____