



## CITY OF ROCK HILL

## SOUTH CAROLINA

### REQUEST FOR PROPOSALS

Requestor: City of Rock Hill  
Post Office Box 11706  
Rock Hill, SC 29731-1706  
Contact: Stan Senn,  
Outdoor Recreation/Environmental Education Supervisor  
Tel: 803-329-5656 / Fax: 803-329-8786

**PROJECT: ARCADE TRAIL**

Contractor shall perform and carry out in a good, clean & professional manner those services necessary to construct a concrete and asphaltic pedestrian/bicycle trail along the west side of Sunset Drive from Blackwell Street, along Friendship College property, across Allen Street, and on the west side of an existing ditch terminating at Main Street, per plans & specifications. At minimum, this work shall include selective clearing of existing trees and vegetation, stripping of top soil, grading, storm drainage, paving, erosion control and landscaping.

**Note:** All requests for Bid Documents *must* be made in writing and accompanied by a \$150 *non-refundable* deposit. Plans may be obtained from:

Philip Strope, P.E.  
ADC Engineering, Inc.  
1226 Yeamans Hall Road, Hanahan, SC 29410  
tel: (843) 566-0161 / fax: (843) 566-0162 / [phils@adcengineering.com](mailto:phils@adcengineering.com)

**Note:** See page two (2) for scheduled pre-response conference.

**Return Proposal No Later Than**  
November 23, 2009 at 2 P.M.

**Return Proposal To:**

City of Rock Hill  
P.O. Box 11706  
Rock Hill, SC 29731-1706  
Attention: Marty Burr

**Express/Hand-Carry To:**

City of Rock Hill  
349 Columbia Ave  
Rock Hill, SC 29730  
Attention: Marty Burr

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference will be held at 2 P.M. on November 3, 2009, at the following location.

City of Rock Hill  
155 Johnston Street  
Third Floor, Room 373  
Rock Hill, SC 29731-1706

Respondents who intend to submit proposals are required to attend. This will be the only opportunity to ask questions regarding this RFP. If any revisions or deletions are required as a result of this meeting an addendum will be issued to all firms who attend the pre-bid meeting.

**Please fill in all of the information below, to include the signature of an Officer of your company. This page is to be turned into the City at the Pre-Bid Meeting.**

**AUTHORIZED SIGNATURE                      PRINTED NAME                      DATE**

**COMPANY    FEDERAL TAX NO. OR S/S NO.**

**MAILING ADDRESS                                      E MAIL ADDRESS**

**CITY    STATE                                      ZIP CODE**

**PHONE NUMBER                                      FAX NUMBER**

**YEARS IN BUSINESS**

## **PART I - GENERAL INFORMATION**

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- B. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- C. Offerors are to include all applicable requested information and any additional information they wish to be considered. RFP submittals should be limited to 50 pages. Submittals exceeding the 50 page limit will not be considered. Tab dividers and cover page will not be counted in the 50 page proposal limit.
- D. **ONE (1) ORIGINAL AND (4) BOUND COPIES OF YOUR PROPOSAL ARE REQUIRED.**
- E. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will be divulged at time of opening.
- F. Proposals will be received by the Rock Hill Purchasing Department until 2:00 P.M. local time on the opening date shown.
- G. Notice of intended award of contract will be posted at the location listed below:

Rock Hill City Hall  
155 Johnston Street  
Rock Hill, SC 29731-1706

**PROPOSALS SUBMITTED VIA THE FACSIMILE MACHINE, OR E-MAIL IS UNACCEPTABLE.**

## **PART II - PERFORMANCE CONDITIONS**

- A. The contractor will be required to assume the sole responsibility for the complete effort as required by this RFP. The City will consider the contractor to be its sole point of contact with regard to contractual matters.

## **PART III - CONTRACT TERM**

- A. The term of this contract shall begin with the date of award and the completion date will be 120 calendar days after the Notice to Proceed. Substantial completion shall be 15 calendar days prior to Final Completion.
- B. Liquidated Damages will be assessed at \$100 per day.

## **PART IV - CONTRACTUAL REQUIREMENTS**

- 1.0 **FORCE MAJURE**: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 2.0 **GOVERNING LAW**: Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts in the state of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.

- 3.0 OFFERORS QUALIFICATIONS; Offeror must, upon request of the City, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Rock Hill Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.
- 4.0 OFFEROR RESPONSIBILITY; Each offeror shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this proposal or to the contract.
- 5.0 AFFIRMATIVE ACTION; The contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 6.0 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.

- 7.0 Davis Bacon Act; Special attention to all federally required assurances and certifications, including the provisions for Equal Employment Opportunities, Debarment, Non-collusion, Utilization of Women & Minority Business Enterprises, Equal Opportunity for Special Disabled Veterans and the Davis-Bacon Act/Prevailing Wage are required. The Davis-Bacon Act, as detailed in the Code of Federal Regulations (CFR)

29. Part 5 of the CFR 29, applies to any construction, renovation or repair work that exceeds \$2,000.00. The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the contract work. The contractor and all subcontractors for this project are required to comply with labor code provisions (Section 1776) relating to employment of apprentices on the project. The Secretary of Labor (SOL) determines the Davis-Bacon Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the proposer shall pay not less than the higher wage rate. Concerning Classification of Labor and Davis-Bacon Wage Rate Determinations: Proposer must obtain Davis-Bacon Wage rate determinations from the following sites: <http://origin.www.gpo.gov/davisbacon/> (Federal); [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html) (State). Proposer must use the classification that most accurately describes the work to be performed. Proposer must reclassify workers to conform to changes in duties, if any. **Proposer must maintain an accurate payroll record of the time spent in each classification and submit certified payroll weekly.**

8.0 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.”

9.0 TERMINATION; Subject to the Provisions enclosed, any contract resulting from this proposal may be terminated by the City provided a thirty (30) day advance notice in writing, by the City Manager, is given to the contractor.

9.1 Non-Appropriations; Funds for this contract are payable from local appropriations. In the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.

- 9.2 Convenience; In the event that this contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
- 9.3 Cause; Termination by the City for the cause, default or negligence on part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision listed herein shall apply.
- 9.4 Default; In case of default by the contractor, the City reserves the right to purchase any and all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 10.0 Prime Contractor Responsibilities: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the contractor to be the sole point of contact with regard to contractual matters.
- 11.0 Subcontracting: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.
- 12.0 Ownership of Material: Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City of Rock Hill.
- 13.0 Compliance with State & Federal Requirements: State and Federal requirements that are more restrictive than these set forth herein shall be followed by the contractor.

14.0 Contract Amendments: Amendments to any contract between the City and the contractor must be reviewed and approved by the Rock Hill City Manager.

15.0 Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Rock Hill Finance Department.

16.0 Records Retention & Right to Audit: The City shall have the right to audit the books and records of the contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The City may conduct performance audits of the contractor, as determined necessary by the City. Pertaining to all audits, the contractor shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the City.

17.0 Independent Contractor Status: The parties hereby agree that Contractor is an independent Contractor of the City and that nothing in this Agreement shall be deemed to place the Parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other Party in any manner. Each Party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of this Agreement.

18.0 Representations of Contractor: Contractor represents warrants and covenants that:

A. In providing the services Contractor shall utilize the care and skill ordinarily used by members of Contractor profession practicing under similar circumstances at the same time and in the same locality.

B. All employees provided by Contractor (Employees) to the City shall have the qualifications; skills and experience necessary to perform his/her job in accordance with the requirements of this Agreement. City may request the removal of any Employee for good cause.

C. Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.

19.0 Indemnity Provision: Contractor 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 this Agreement or Contractor's performance hereunder.

20.0 Insurance: Contractor agrees that Contractor shall keep and maintain general automobile liability insurance in the amount of \$500,000 per occurrence for each vehicle, \$1,000,000 in the aggregate for all vehicles which Contractor brings into City property or uses in any manner in the provision of the Services, including transportation to and from the site(s) where the Services are rendered; and Contractor further agrees that Contractor shall maintain general liability insurance in the amount of at least \$500,000 per incident/occurrence and \$1,000,000 in the aggregate for all incidents/occurrences during the contract period; and Contractor agrees that Contractor shall maintain Professional Liability Insurance in the amount of \$500,000. In no event shall the Contractor serve as a self-insurer for the purpose of Workers Compensation Insurance. Contractor also agrees that Contractor shall provide Workers Compensation Insurance, Automobile Liability Insurance, General Liability Insurance and Professional Liability Insurance Endorsements, if applicable, to the City. All insurance related questions should be directed to the City Risk Manager, Dot Archie at (803) 329-7025.

21.0 City Business License: The successful firm, 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 vendor is not currently doing other business inside the City limits. If the vendor 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 total gross receipts from customers within the City limits. Contact 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.

22.0 Non-Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by City Council. If City 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. In such event, the City will promptly notify Contractor of the non-appropriation and this Agreement will be terminated at 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.

## **PART V - SPECIAL INSTRUCTIONS**

1. **Intent to Perform:** It is the intent and purpose of the City of Rock Hill that this request permits competition. It shall be the offeror's responsibility to advise the Rock Hill Purchasing Department if any language requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing and must be received by the Rock Hill Purchasing Department within fifteen (15) days of the date of issue. A review of such notifications will be made.
2. **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.