



CITY OF ROCK HILL, SOUTH CAROLINA

SOLICITATION OF QUALIFICATIONS

FOR MANAGEMENT OF WOOD POLE INSPECTIONS & TREATMENT

Requestor: City of Rock Hill
Post Office Box 11706
Rock Hill, SC 29731-1706
Contact: Mike Jolly
803-329-5510
E-Mail: mjolly@cityofrockhill.com

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

Return Proposal No Later Than... September 28, 2009 @ 4:00 PM: local time.

Posting Date: 09/4/2009

Return Proposal To:

City of Rock Hill
Utilities Department
P.O. Box 11706
Rock Hill, SC 29731-1706
Attn: Michael V. Jolly, P.E.

Express/Hand Carry To:

City of Rock Hill
Utilities Department
349 Columbia Avenue
Rock Hill, SC 29730
Attn: Michael V. Jolly, P.E.

PRE-RESPONSE CONFERENCE

(NOTE: MANDATORY ATTENDANCE)

A pre-response conference will be held **September 18, 2009 @ 10:00 AM** local time at the following location.

City of Rock Hill, Operations Center
Conference Room
349 Columbia Avenue
Rock Hill, SC 29730

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

Please fill in all the information below, to include the signature of an Officer of your organization. This page is to be turned into the City at the Pre-Response Conference.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
ORGANIZATION	FEDERAL TAX NO. OR S/S NO.	
MAILING ADDRESS	EMAIL ADDRESS	
CITY	STATE	ZIP CODE
PHONE NUMBER	FAX NUMBER	
YEARS IN BUSINESS		

PART 1

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 organization or individual under which the 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. RFQ submittals should be limited to 10 pages. Submittals exceeding the 10 page limit will not be considered. Tab dividers and cover page will not be counted in the page proposal limit.
- D. **ONE (1) ORIGINAL AND TWO (2) COPIES OF YOUR PROPOSAL ARE REQUIRED.**
- E. Any offeror submitting a proposal which appears to be qualified by the City pursuant to the selection criteria set forth in the Request for Qualifications (RFQ), pricing or fees will not be requested at time of opening.
- F. Proposals will be received by the Rock Hill Utilities Department until **September 28, 2009 @ 4:00 PM local time.**
- G. Notice of RFP will be mailed to qualified contractors meeting all terms and conditions outlined by City of Rock Hill Utilities Department on or before October 16, 2009. The bid opening date is tentatively scheduled for November 12, 2009. The dates in Section G are not firm dates but can be used to determine the general time frame for completion of the project.

Rock Hill City Operations Center
349 Columbia Avenue
Rock Hill, SC 29730

PROPOSALS SUBMITTED VIA THE FACSIMILE MACHINE OR EMAIL ARE UNACCEPTABLE.

PART II

INTRODUCTION

The City of Rock Hill (City) on behalf of the City of Rock Hill Utilities Department, offers this Request for Qualifications (RFQ) for persons/organizations interested in serving the role of Wood Pole Inspection & Treatment Manager for the City.

The City of Rock Hill currently has an inspection program in place, and will outline this program at the pre-qualification meeting.

PART III

BACKGROUND QUESTIONNAIRE

Please provide brief descriptions for the following:

1. History and philosophy
2. Management Team
3. Staff (please outline experience and qualifications)
4. Equipment used
5. Employee Safety Training Program
6. Processes used for inspection
7. Accomplishments
8. References

PERFORMANCE CONDITIONS

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

PART VI

CONTRACT TERM

The term of this contract shall begin with the date of award and continue until March 31, 2010. The City of Rock Hill has the option to extend this contract for two additional time periods listed below:

July 1, 2010 through March 31, 2011

July 1, 2011 through March 31, 2012

The contract period will be as described previously unless the City elects to accept a longer contract period based on justifications submitted by responsive offerors. Approval of a contract period beyond the schedule listed above will be at the discretion of the City.

PART VII

AWARD CRITERIA

Proposals will be evaluated by a review panel on the basis of the following Criteria:

- A. Proposed Methodology
- B. Professional Qualifications
- C. Pole Treatment Experience
- D. Q/A (If required by City)

PART VIII

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 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 Utilities 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 himself/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.

5.1 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.

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 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 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.

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8.0 Prime Contractor Responsibilities: The contractor will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the contractor to be the sole point of contact with regard to contractual matters.

9.0 Subcontracting: If any part of the work covered by this RFQ 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.

10.0 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.

11.0 Compliance with State & Federal Requirements: State and Federal requirements that are more restrictive than these set forth herein shall be followed by the contractor.

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

13.0 Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Rock Hill Parks, Recreation and Tourism Department.

14.0 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.

15.0 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.

16.0 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.

17.0 Indemnity Provision: contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all cost and expenses (including attorneys fees and cost of any suit related thereto), suffered or incurred by the City, arising from or related to this Agreement or Contractor's performance hereunder.

18.0 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 \$1000,000 in the aggregate for all incidents/occurrences during the contract period. 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, Professional Liability Insurance Endorsements, if applicable, to the City. The City should be listed as an additional insured by all coverages. All insurance related questions should be directed to the City Risk Manager Dot Archie @ (803) 329-7025.

19.0 City Business License: The successful firm, prior to execution of the contract, must

posses 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 posses a business license, then the fee for the license is based on total gross receipts from customers within the City limits. Contact the Business License Division @ (803) 329-7046 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

SPECIAL INSTRUCTIONS

1.0 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 Utilities 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 Utilities Department within fifteen (15) days of the date of issue. A review of such notifications will be made.

2.0 Receipt of proposal: The proposal must be submitted no later than the date and time specified in the Request for Qualifications. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified.

3.0 Preparation of Proposal:

3.1 All proposals should be complete and carefully worded and must convey the information requested by the City. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFQ, the City will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in a single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our RFQ, you are to include this information as a separate appendix to your proposal.

4.0 The right is reserved to reject any and all proposals received and in all cases, the City will be the sole judge as to whether an offeror's proposal has not satisfactorily met the requirements of this RFQ.

5.0 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.