



REQUEST FOR PROPOSALS:

FOUNTAIN PARK FOUNTAIN MAINTENANCE

RFP Number: PUR1132

PROPOSAL Due Date: April 20, 2022 at 2:00 PM

Sealed proposals will be received by the Procurement Division of the City of Rock Hill, South Carolina until the time specified above, at which time the names of proposing companies will be recorded and read aloud. All companies submitting proposals are welcome to attend, but attendance is not mandatory. The list of proposing companies will be posted on our website, www.cityofrockhill.com, after the proposal due date.

The proposal due date is promptly at the appointed time in the Procurement Office, located at the City Operations Center, 757 S. Anderson Rd. Building 103, Rock Hill, SC 29730. No proposals may be submitted after the due date. Proposals must be in the Procurement Conference room at the time of the due date, and it is the sole responsibility of the proposing company to ensure that the proposal arrives in the correct place on time. **Emailed proposals will not be accepted.**

Proposals must be delivered to Tom Stanford, City Operations Center Procurement Office, 757 S. Anderson Rd., Building 103, Rock Hill, SC 29730 prior to the appointed time of the due date. The City is not responsible for proposals delayed in the mail.

Mandatory Pre-Proposal Meeting: April 6, 2022 at 10:00 AM

A mandatory pre-proposal meeting will be held at the time specified above at Fountain Park, located at 300 E. Main St., Rock Hill, South Carolina 29730. 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 proposal. Companies must be present during the entire meeting in order to submit a proposal.

Attendees should be mindful and take proper social distancing protocols throughout the course of the meeting.

Request for Proposals

1.0 Purpose

The City of Rock Hill, South Carolina is seeking competitive proposals from qualified companies to provide the City with fountain maintenance at Fountain Park. The term of this agreement is for 36 months, beginning on July 1, 2022 with two 12 month options, if options are exercised. The City of Rock Hill Parks, Recreation & Tourism Department is responsible for this project.

2.0 Competition Intended

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.

3.0 Discrepancies and Questions

Should the proposing company have questions, find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the company shall request clarification from the City in writing, not later than five (5) working days prior to the bid opening. These requests should be emailed to tom.stanford@cityofrockhill.com.

All questions will be answered, and any changes will be communicated through a written addendum and posted to the City's website. It is the responsibility of the company to check the website for any of this information prior to submitting a proposal. Failure to request such clarification is a waiver of any claim by the company for additional expenses because its interpretation was different from the City's.

4.0 Proposer's Minimum Qualification

A qualified company 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.

5.0 Instructions to Proposers

5.1 Definitions:

- 5.1.1** Proposer/Company: This term is used to encompass the party seeking to have an agreement with the City of Rock Hill.
- 5.1.2** City: This term is defined as the City of Rock Hill, South Carolina. All communications relating to the request for proposal process or the resulting purchase should be directed to the City's Procurement Office or to their designated contact.
- 5.1.3** Purchase: This term means the agreement to be executed by the City and the successful company.

5.2 Proposal Preparation: All proposal responses shall be:

- 5.2.1** Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

- 5.2.2 Typewritten or completed in ink, signed by the proposing company's authorized representative with all erasures or corrections initialed and dated by said signer.
- 5.2.3 Each proposal constitutes an offer and may not be withdrawn except as provided herein. Prices are to remain firm for the period stated in the Request for Proposal.
- 5.2.4 Each proposal shall include the name, address, telephone 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 proposal evaluation process.
- 5.2.5 The City of Rock Hill assumes no responsibility for costs incurred in responding to this RFP.

5.3 Proposal Submission: Provide three (3) identical paper copies of the proposal (including any attachments), plus one electronic copy on a flash drive in a Windows compatible format such as PDF. Response shall be:

- 5.3.1 Submitted in a single sealed envelope with the following information written on the outside of the envelope:
 - The name of the proposing company;
 - Identification of project being proposed;
 - Due date and time of proposals.
- 5.3.2 Delivered to the address shown in the RFP for receipt by the City by the stated deadline.
- 5.3.3 Proposals 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.
- 5.3.4 All proposals must be in a sealed envelope and marked "**Fountain Park Fountain Maintenance; Open April 20, 2022 at 2:00 PM.**" The City assumes no responsibility for unmarked or improperly marked envelopes.
- 5.3.5 No proposal may be withdrawn for a period of sixty (60) calendar days after the date set for the opening thereof, unless approved in writing by the Procurement Office. All bids shall be subject to acceptance by the Owner during this period.
- 5.3.6 All proposals must be approved by the Rock Hill City Manager and the department(s) in charge of the project.
- 5.3.7 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.

5.4 Errors in Proposal: Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the company's own risk. In case of error in extension of prices in the proposal, the unit price shall govern. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. The City reserves the right to waive any informalities, technical defects, and minor irregularities in proposals received.

5.5 Award Criteria: The award shall be made to a company who submits the highest scoring proposal, taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Notwithstanding the

foregoing, the City of Rock Hill reserves the right to reject any or all bids, to accept any bid submitted, to waive any informality, and to negotiate with the low bidder or bidders on any changes which the City of Rock Hill considers necessary or desirable for its own interests. The City alone shall make such determination. In addition, City of Rock Hill's Procurement Policies and Procedures Manual, as amended or supplemented from time to time are hereby incorporated by this reference and shall be applicable to this Request for Proposal. The City reserves all alternatives, terms, and conditions as set forth therein.

5.6 Compliance with laws: The successful proposer 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 company and the City. Any such requirement specifically set forth in any purchase document between the company and the City shall be supplementary to this section and not in substitution thereof.

5.7 Suspension and Debarment: The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

5.8 Subcontractors: The awarded company agrees that they shall not delegate, subcontract, or assign all or any portion of the project to any third party without the express written consent of the City.

5.9 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.

5.10 Retainage: The City reserves the right to hold up to 10% of the invoice amount in retainage to ensure that the project, materials, and services are delivered to the City's satisfaction. All retainage will be paid when any and all issues, in the sole opinion of the City, have been resolved and retainage may be held until the project completion.

5.11 Local Providers: Bidders should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

6.0 Scope of Services

The City of Rock Hill, South Carolina is seeking competitive proposals from qualified companies to provide the City with regular fountain maintenance at Fountain Park.

6.1 Background:

The Fountain Park fountain is very technologically advanced and incorporates a DeviceNet system, Programmable Logic Controllers with interfaces, and variable

frequency drives that will require ongoing attention to ensure that they are all performing as designed and maintained properly to confirm their ability to execute the choreographed designed programs as intended for the "on the hour" count downs and intermediate show performances. The complexity of the lighting system needs great attention to maintain the designed effect of the feature and to ensure that all lighting circuits are functioning properly.

6.2 Maintenance Scope of Work:

- 6.2.1** Clean the fountain pool to clean debris from the floor and vacuum the pool, remove coins. There are 70 floor penetrations/nozzles and 137 lights to work around.
- 6.2.2** Supply and add chemical supplementation to aid in water treatment taking careful care not to use anything that would be harmful to park visitors or corrosive to the fountain equipment.
 - 6.2.2.1 Added chemicals (such as non-foaming algaecide) and practices should prevent any algae growth.
 - 6.2.2.2 If any algae growth occurs, it is the Contractor's responsibility to fully remove it at the Contractor's expense.
 - 6.2.2.3 Contractor should ensure that the chemicals used are the proper amount for the water in the fountain. PH levels should be carefully monitored, and the chlorine level held to 1.5 to 2 parts permission.
 - 6.2.2.4 Any damage to the fountain or parts due to improper use of chemicals will be repaired at the Contractor's expense.
- 6.2.3** Completely drain the fountain three times per year and as necessary and pressure wash. Work must be scheduled with an authorized member of City staff.
- 6.2.4** Clean the eight in-wall skimmer baskets to remove debris captured from the water surface.
- 6.2.5** Clean the eight intake sump screens to remove debris from the pool.
- 6.2.6** Clean the water-level sensor probes to ensure accurate water-level readings.
- 6.2.7** Ensure that all nozzles in the pool are plumb and level and adjusted to proper heights.
- 6.2.8** Clean the 40-foot diameter spray ring to unclog possible debris in all 96 nozzles.
- 6.2.9** Test 137 light fixtures to confirm all bulbs are working.
- 6.2.10** Test voltages/amperages on all 16 feature pumps.
- 6.2.11** Test voltages/amperages on all three filter pumps.
- 6.2.12** Check and clean the filter pump baskets when needed.
- 6.2.13** Test two auto-backwash control units to ensure proper pressure differential settings.
- 6.2.14** Test two sump pumps in the vaults and clean any debris to ensure proper functioning.
- 6.2.15** Test two exhaust fans for the vault to ensure proper functioning.
- 6.2.16** Check lighting circuits for any possible tripping (36 Lighting Circuits).

- 6.2.17 Check control panel equipment for proper functioning: Programmable Logic Controllers (PLC), motor starters, overloads, circuit breakers, power supplies, transformers, relays, sockets, water-level circuit boards, and wiring.
- 6.2.18 Check the communication and PLC for the "App Jet" nozzles and test each.
- 6.2.19 Check all DeviceNet settings and hardware to ensure proper functioning.
- 6.2.20 Check all fountain programming sequences to ensure proper triggering of displays.
- 6.2.21 Clean vault to remove possible debris.
- 6.2.22 Contractor should repair or correct any problems discovered by the checks listed above at the time of regular maintenance unless repairs will need to be scheduled at a future time.

6.3 Cleaning and Maintenance Schedule:

- 6.3.1 Contractor should provide all services described above on a weekly basis unless otherwise indicated.
- 6.3.2 Preferred time for weekly maintenance is Monday. Other times should be coordinated with an authorized member of City staff.
- 6.3.3 Fountain cannot be down for longer than 8 hours per week for maintenance.
 - 6.3.3.1 Any work not completed within the timeframe specified above may be subject to liquidated damages of \$100.00 per hour for non-response.
 - 6.3.3.2 The liquidated damages are not a penalty but are for damages resulting to City since the actual damages would be difficult or impossible to ascertain. Time is of the essence.

6.4 Repairs

- 6.4.1 In addition to the regular requested maintenance of the fountain, the Contractor should also provide work performed at an hourly rate for any needed repairs and extra work that the City may request.
- 6.4.2 For this work, the Contractor should provide a repair crew consisting of at least one knowledgeable, proficient worker and a truck stocked with most needed parts for repairing and maintaining the fountain.
- 6.4.3 Contractor should reply to the fountain being down or repairs being needed within 2 hours during standard business hours and onsite to assess the problem or make repairs within 24 hours.
 - 6.4.3.1 Any work not completed within the timeframe specified above may be subject to liquidated damages for \$100.00 per hour for non-response.
 - 6.4.3.2 The liquidated damages are not a penalty but are for damages resulting to City since the actual damages would be difficult or impossible to ascertain. Time is of the essence.
- 6.4.4 Prior to any repairs being made, the Contractor should provide the City with an estimated cost and repair time. This should be approved by an authorized member of City staff before any work commences.
- 6.4.5 Repair quotes should include the estimated time that the fountain will not be working.
- 6.4.6 If factors require this time to be extended, the Contractor should contact the

authorized member of City staff.

- 6.4.7 All repairs must be scheduled with an authorized member of City staff.
- 6.4.8 All work that is part of repairs should be warrantied for a minimum of one year and carry all manufacturers' warranties for parts.
- 6.4.9 All replacement parts shall be equal to or better than the parts installed by the original manufacturer in terms of both performance and quality.
- 6.4.10 The Contractor shall provide a list of all repairs, parts, repair part numbers, and source of the manufacturer to the City as repairs are completed.
- 6.4.11 The Contractor should remove and dispose of any broken or obsolete parts that must be replaced.
- 6.4.12 The Contractor will test the system upon completion, and sufficient time has been allowed for solvent joints to cure. The entire system will be tested for proper operation. This includes synchronization of controllers and adjustment to heads. Final testing will be accomplished with a City area supervisor present.

6.5 Safety Measures:

- 6.5.1 The Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The City reserves the right to require the Contractor to remove and/or not to assign any employee the City deems incompetent, careless, insubordinate, or otherwise objectionable to working on City projects.
- 6.5.2 All personnel shall be equipped with required Personal Protective Equipment as required by safety standards, provided by the Contractor. Personnel shall have all tools as required to perform the duties of each held position.
- 6.5.3 All work should be conducted according to OSHA standards and regulations.
- 6.5.4 The Contractor must keep copies of the safety data sheets (SDS) on-site for any chemical materials used.
- 6.5.5 The Contractor shall block off areas of work, as needed.
- 6.5.6 The Contractor shall erect barriers to contain work areas, as needed.
- 6.5.7 Do not store chlorine, other chemicals, or anything else in the fountain equipment room.

6.6 Equipment:

- 6.6.1 All equipment required to perform standard/typical work under this Contract shall be provided by the Contractors and shall be normally available.
- 6.6.2 The Contractors' equipment shall be in good, working condition and shall conform to all required safety standards.
- 6.6.3 Use of City equipment is prohibited.

6.7 Cost for repair parts:

- 6.7.1 As part of this bid, the City requests that bidders provide a pricing structure for the cost of parts outside of normal maintenance to the City. Parts for repairs may be charged to the City.
- 6.7.2 Rather than listing out costs for all individual parts, bidders should provide a pricing structure such as: retail, wholesale + 10%, wholesale + 15%, etc.

6.7.3 The City reserves the right to reject any materials deemed by the City to be insufficient, unneeded, or unnecessarily excessive.

6.8 General Notes:

6.8.1 The Contractor is expected to be able to operate the City's current fountain control systems. If the Contractor cannot operate the City's current systems, the systems will be upgraded and/or replaced at the Contractor's expense. Equipment should not be proprietary, and other companies should have the ability to operate this equipment. Any and all equipment becomes the property of the City of Rock Hill at the end of the contract term. Any replacements should be of the latest technology.

6.8.2 The Contractor will be responsible for repairing all property damage caused by their work. If the Contractor fails to take corrective actions, the City reserves the right to withhold payment until damages are corrected or to correct damage and invoice the Contractor for cost incurred. If property damage is unavoidable and completion of work justifies such risk, the Contractor shall notify an authorized member of City staff for approval prior to commencing work. Work shall not commence until satisfactory arrangements have been made between the City and the Contractor.

6.8.3 All tools and any other required materials should be supplied by the Contractor unless otherwise noted.

6.8.4 Because some work, such as repairs, is being billed at an hourly rate, slow work will not be tolerated. The City reserves the right to reject some hourly charges if the work is deemed by the authorized City representative to be too slow.

6.8.5 The City shall have the right to withhold payments due to defective workmanship.

6.8.6 Any work that must be redone will be completed at the Contractor's expense within 24 hours of the notice.

6.8.7 All work should be scheduled and coordinated with the authorized City representative.

6.8.8 Contractor is responsible to properly dispose of any debris removed from the fountain.

6.8.9 Any change collected from the fountain should be submitted to a City supervisor.

6.8.10 All vehicles must be parked in approved parking spaces.

7.0 Proposal Format

To facilitate review of your proposal by the City of Rock Hill, it is requested that your submission conforms to the following format. The proposal shall not exceed sixteen (16) pages, including the cover, back page, letters of introduction and table of contents. Clear, external binder pages shall not be included in the page count. Font size shall be no smaller than ten (10). Proposals exceeding the sixteen (16) page count may be returned and not considered, at the sole discretion of the City of Rock Hill.

7.1 Coversheet: List PUR number and title, the name of your company, and the name, address and telephone number of a contact person for questions concerning the proposal submitted.

7.2 Qualifications & Experience of the Company: Brief history and organization of the company, legal entity that will enter into the contract, location of the office where the work will be performed, and the name and title of the person that is authorized to enter into a master contract agreement (must be an officer, partner or member of the company). List any sub-contractors that will support your company, if any. Provide a narrative of your company's prior experience and qualifications as it pertains to the Scope of Work and provide a list of projects with similar scopes.

7.3 Project Management, Approach to the Project & Quality Control: Demonstrate project management, approach to the project, and quality control methods that will be employed by your company. This section shall also include an organizational chart for each team member (including sub-contractors supervisors) and list their roles with responsibilities.

7.4 Capacity and Response Capability: Provide a statement of your company's current workload and capacity to meet the project schedules.

7.5 References: Provide the name, address and telephone number of at least three (3) references familiar with the quality of work done by your company of similar nature as contained in the above Scope of Work. By submission of the references, you are authorizing the City of Rock Hill to contact these references.

7.6 Legal, Safety, Insurance, and Financial: The company's submittal shall provide documentation of any history of litigation associated with project performance or liability during the past ten years. A short statement of any safety problems that the company may have encountered in projects designed or inspected. A statement or other information to describe the company's general financial standing and current insurance coverage.

7.7 Other Supporting Data: Include any other information you feel to be relevant to the selection of your company.

8.0 Evaluation

8.1 All responses are subject to a determination of "responsive" and "responsible" prior to award. The City is the sole judge as to the proposer's "responsiveness" and "responsibility." The City reserves the right to request additional information.

8.2 The City will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the City's best interests.

8.3 The City's evaluation team may elect to interview one or more proposing companies before making an award. The City shall not reimburse the company for the costs

associated with the interview process. The City of Rock Hill assumes no responsibility for costs incurred in responding to this RFP.

8.4 The City's evaluation team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.

8.5 The City will evaluate responses on a weighted evaluation system. The categories and points assigned for each category are below:

- Experience, Past Projects, References – 25 Points
- Approach to Project, Capacity – 25 Points
- Regular Maintenance Cost – 30 Points
- Labor Costs for Repairs – 10 Points
- Parts Costs for Repairs – 10 Points

9.0 Terms & Conditions

9.1 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 \$2,000,000 per incident/occurrence and \$2,000,000 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.

9.2 Illegal Immigration Reform Act Compliance: The bidder certifies that it will comply with South Carolina Code of Laws Sections 8-14-10 through 8-4-90 (as amended) titled, "Unauthorized Aliens and Public Employment," and agrees to provide to the City any documentation required to establish, as applicable, (i) the inapplicability of such laws to the bidder, its subcontractor(s) and its sub-subcontractor(s); and (ii) the compliance with these laws by the bidder, its subcontractors and its sub-subcontractors.

9.3 Indemnification: Contractor shall indemnify and hold harmless the City 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, to the extent arising from Contractor's or its subcontractors' (i) negligent performance of the Work under the Final Contract; (ii) intentional misconduct, negligent acts, or omissions during performance of the Work; and (iii) breach of any term, covenant, representation, or warranty of the Final Contract.

9.4 Freedom of Information Act: All proposals will be public information, per FOIA guidelines.

9.5 Iran Divestment Act: By signing its Bid, the Bidder certifies that it:

- (i) is not identified on the list of persons determined by the Executive Director of the State Fiscal Accountability Authority to engage in investment activities in the country of Iran as described in South Carolina Code of Laws Section 11-57-310 (as amended), or any other list of prohibited investments created by the State legislature;
- (ii) will not take any action causing it to appear on any such list during the term of the Final Contract; and
- (iii) will not utilize any subcontractor that is identified on any such list to provide goods or services thereunder.

9.6 Agreement: The selected companies will be required to use the City of Rock Hill's standard agreement.

9.7 Non-appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management and City Council. Management and City Council appropriates funding on an annual basis during each fiscal year. If Management or City Council does not appropriate the funding under this agreement, the City will not be obligated to pay amounts due beyond the 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.

9.8 Statement on Disadvantaged Business Enterprises (DBE)

- (i) The City recognizes that business firms owned and operated by minority persons and women have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses.
- (ii) The City believes that it should work to ameliorate past discrimination by facilitating the participation of underrepresented groups in the City's economic community, and that such participation is in its best interests and the best interests of its citizens.
- (iii) The City will work to ensure that such underrepresented groups, and the businesses they own and lead, are afforded the maximum practicable opportunity—in balance with financially safe and sound business practices—to compete for and perform contracts when the City is procuring construction services, supplies, equipment contracts, lease agreements, or consultant and other services, within the laws of the State of South Carolina.
- (iv) The City endeavors to develop, establish, implement, and administer its policies, programs, and procedures to promote balanced economic growth throughout its community.

Accordingly, the City shall not discriminate and shall prohibit discrimination in its selection and retention of contractors, subcontractors, and suppliers, against any person or

business on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, marital status, status as a parent, age, disability, genetic information, or military status. The City recognizes that disparate treatment on any such basis in the pursuit of economic opportunities is intolerable discrimination.

9.9 City Business License: The Winning Bidder, prior to execution of the Final Contract, must possess or obtain a City of Rock Hill Business License. Such license must be maintained throughout the duration of the Work. If the Contractor is not currently doing other business inside the City limits, the fee for such license is based on the amount of the Final Contract. If the Winning Bidder is currently doing other business within the City limits 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. You may contact the City Business License Office at 803-329-5590 to determine the exact amount of the fee or ask other pertinent questions regarding doing business in the City of Rock Hill.

9.10 Excluded Companies: Proposals from companies may be excluded for any of the following reasons:

- (i) Reason to believe collusion exists among the companies
- (ii) The company is involved in any litigation against the City
- (iii) The company is in arrears on any existing contract or has defaulted on a previous contract with the City
- (iv) Lack of financial stability
- (v) Failure to perform under previous or present contracts with the City
- (vi) Is currently debarred by the State of South Carolina Procurement Services

Excluded vendors/contractors can resubmit complete company information with references for City review after a minimum of one (1) year from the last excluded bid. City will contact the submitting vendor/contractor with its decision within thirty (30) days of company information submittal. City reserves the right to include or exclude said vendor/contractor based on findings.

9.11 Local Purchasing: It is the City of Rock Hill's intent to promote the use of local businesses and hiring citizens living within the local Rock Hill/York County area when possible.

9.11.1 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 ensure that this policy is not being circumvented.

- 9.11.2** 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.
- 9.11.3** The maximum value of the percentage adjustment factor will be capped at \$25,000.
- 9.11.4** 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.
- 9.11.5** If conditions of number 9.11.4 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.
- 9.11.6** Contractor and or business must make a reasonable attempt to hire local Rock Hill/York County residents.
- 9.11.7** Selected contractor(s) must make a 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.
- 9.11.8** 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).
- 9.11.9** Special consideration may be given to companies that have products produced and/or manufactured in the United States.
- 9.11.10** Local Purchasing provisions of this section will be in effect and apply to bidding until June 30, 2022 and expire unless re-authorized by the City Council.
- 9.11.11** 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.
- 9.11.12** 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.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

10.0 Bid Sheet

PUR1132

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:

Company (legal name): _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____

The questions below are for tracking purposes only and will have no bearing on the award of the contract.

Is your company located within the Rock Hill City limits? _____

Is your company located within York County? _____

Is your company a disadvantaged business enterprise (DBE)? _____

DBEs are for-profit small business concerns where minority individuals or women own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific, and Subcontinent Asian Americans are presumed to be minorities.

Would your company be in favor of an electronic bid submission option (vs. the current paper submission requirement)? Yes OR No

Bidders should submit 3 copies of Bid Sheet, along with all other documents requested in the RFP.

11.0 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:

- Be friendly, courteous, and helpful
- Company uniforms must be worn at all times
- 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: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____