TOWN OF FORT MILL, SOUTH CAROLINA
REQUEST FOR PROPOSAL

HARRIS STREET PARK RESTORATION PROJECT

Mandatory Pre-bid meeting: May 29, 2019 at 11:00 am

A mandatory pre-bid onsite meeting will be held on May 29, 2019 at 11:00 am at 465 Harris Street Park, Fort Mill SC 29715. 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. A tour of the work area will be taken. Companies must be present during the entire meeting in order to bid.

The Town of Fort Mill, South Carolina is seeking competitive bids for the Harris Street Park’s Restoration Project, work includes:

- Removal and clearing of trees – 23 trees on the park side of the creek bed and 10 trees on the opposite side of creek bed.
- Tether/secure the cleared creek bank with rip rap (500 feet)
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.

BID REQUEST

Sealed bids will be received by the Procurement Department of the Town of Fort Mill, South Carolina until 2:00 PM local time on June 12, 2019 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. The bid opening will begin promptly at the appointed time in the Town of Fort Mill Conference Room, located at 200 Tom Hall Street, Fort Mill, SC 29715. No bid may be submitted after the bid opening begins. The bids must be in the Town of Fort Mill Conference room at the time of the bid opening and it is the responsibility of the bidder to ensure that the bid arrives in the correct place on time.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

Bids may be mailed to The Town of Fort Mill, Attn: Phillip Aycock, P.O. BOX 159, Fort Mill, South Carolina 29716 or hand delivered to Phillip Aycock, Town of Fort Mill Procurement Officer, 200 Tom Hall Street, prior to the appointed time of the bid opening.

All bids must be in a sealed envelope and marked “SEALED BID; HARRIS STREET PARK RESTORATION PROJECT, OPEN JUNE 12, 2019 AT 2:00 PM.”

All bids must be approved by the Town of Fort Mill Park and Recreation Director and the Town of Fort Mill Town Manager.

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

If you have any questions regarding this RFP or terms or conditions, please contact Brown Simpson, The Town of Fort Mill Park and Recreation Director at bsimpson@fortmillsc.gov by June 5, 2019.

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 Town 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 Town, certificates of Worker’s Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.
ILLEGAL IMMIGRATION REFORM ACT COMPLAINECE

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 Town of Fort Mill 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 Town 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 Town, to the extent arising from Company’s or its Contractors’ negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

WMBE STATEMENT

It is the policy of the Town of Fort Mill to provide minorities and women equal opportunity for participating in all aspects of the Town’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 Town of Fort Mill 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 Town of Fort Mill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
TOWN BUSINESS LICENCE

The successful contractor, prior to execution of the contract, must possess or obtain a Town of Fort Mill 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 Town if the contractor is not currently doing other business inside the Town Limits. If the contractor is currently doing other business within the Town limits of Fort Mill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the Town limits. Contact the Town of Fort Mill Business License Office at 803-547-2116 to determine the exact amount or to ask other pertinent questions regarding doing business in the Town of Fort Mill.

EXCLUDED BIDDERS

Bids from vendors/contractors with prior poor performance; quality issues, contact conformance, payment history, timeline compliance, or any other reason the Town 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. The Town will contact Vendor/Contractor with its decision within 30 days of company information submittal. The Town reserves the right to include or exclude said Vendor/Contractor based on findings.
CUSTOMER SERVICE

Please remember, although you are a contracted Town service, you each represent the Town of Fort Mill 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 Town of Fort Mill expects from any contracted service.

Overview:
A. Be friendly, courteous, and helpful.
B. Company uniforms must always be worn.
C. Staff members must always look and act professional.

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 Town’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 Town of Fort Mill. B) Town: This term is defined as the Town of Fort Mill, South Carolina. All Communications relating to the bid process or the resulting purchase should be directed to the Town’s Procurement Office or to its designated contact. C) Purchase: This term means the agreement to be executed by the Town 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 email address of at least
three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.

1.3 Bid Submission: three (3) copies of the Bid Response shall be:
A) Submitted in a sealed envelope with the following information written on the outside of the envelope: * The name of the bidding company; * Identification of items being bid; date and time of bid opening. B) Mailed or delivered to the address shown in the Bid Request for receipt by the Town 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 Town, its agents, or assigns.

1.4 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.

1.5 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 Town reserves the right to make such decision as it deems to be in its own best interest. The Town alone shall make such determination.

1.6 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 Town statute, ordinances and rules during the performance of any purchase between the bidder and the Town. Any such requirement specifically set forth in any purchase document between the bidder and the Town shall be supplementary to this section and not in substitution thereof.
SCOPE OF WORK AND REQUIREMENTS

The work to be performed includes removing trees from both sides of the creek that run along
The Town of Fort Mill’s Harris Street Park.

- 23 trees need to be removed along the creek bed directly behind the baseball field, bathrooms
  and the walking trail. After the trees are removed and cleared 500 feet of the creek bank will
  need to be tethered and secured by rip rap to ensure that erosion stops.
- 10 trees along the opposite side of the creek will also need to be removed - rip rap or tethering
  are not necessary or required along this side of the creek.

NON-APPROPRIATION OF FUNDS

This Agreement shall be subject to the availability and appropriation of funds by Management, and
Town Council. If the Council does not appropriate the funding needed by the Town to make payments
under this Agreement for a given fiscal year, the Town 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 Town, which
is attributable to non-appropriation of funds, shall constitute a breach of or default under this
Agreement.

CANCELLATION

An Invitation for Bids, a Request for Proposals, a Request for Qualifications, or other solicitation
may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be
specified in the solicitation, when it is in the best interest of the Town. The reasons therefor shall
be made part of the contract file.

COMPLIANCE WITH LAW

The selected consultant and its agents and employees shall be bound and comply with all federal, state
and local laws, ordinance rules and regulations, as well as all other governing bodies having legal
jurisdiction with respect to the area where such work is performed.
PROPRIETARY/VENDOR DISCLOSURE – NOTICE OF SC FREEDOM OF INFORMATION ACT

The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under FOIA. We discourage you from including any information you consider proprietary or trade secret, as this material is subject to the FOIA once it’s in the Town’s possession. If you must include such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily identified. In the event the Town receives a request for this material, the Town will notify those parties who have identified information they believe is proprietary or trade secret of the request. The Town has a Ten (10-day deadline to produce the material. This is your window to file an action challenging the release. Please be on notice that if the Town is not served such an action, the information will be released).

DISQUALIFICATION AND REJECTION OF QUOTATIONS

Town of Fort Mill reserves the right to reject any consultant who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the RFQ of a consultant who is not able to perform such contract satisfactorily. The Town expressly reserves the right to award the contract to the consultant that best meets the requirements as set forth herein. This solicitation does not commit the Town of Fort Mill to award a contract, to pay any cost incurred in the preparation of a proposal, or to produce or contract for services. The Town of Fort Mill reserves the right to accept or reject any or all proposals received as a result of the Request for Proposal, or to cancel it in part or in its entirety if it is in the best interest of the Town of Fort Mill. The Town reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time.