

## GENERAL TERMS AND CONDITIONS

### SECTION 1 – GENERAL INFORMATION

#### A. PURPOSE

The purpose of this bid request is to obtain from qualified interested offerors sealed bid to provide the City of Greer, “City”, with a sealed bid for **Mulch in Landscape Beds at City Park & Downtown Parking Lots**. The scope of services is as set forth in specifications, Attachment II, which is titled “**Specifications for 2016 Application of Mulch in Landscape Beds at City Park and Downtown Parking Lots**”.

#### B. DISSEMINATION OF INFORMATION DURING PROPOSAL PROCESS

Offerors are advised that oral explanations or instructions given by City personnel during the bid process, or at any time before the award of the contract will not be binding on the City. The only information given an offeror concerning this request for bid is that information which is furnished to all offerors who have formally notified the purchasing division of their interest in responding to this request for bid. Written addenda will be issued when additional information is deemed necessary, and when lack of such information may prove prejudicial to uninformed offerors. All such addenda must be signed by offerors and returned with their bids on or before the bid closing date and time.

#### C. SCHEDULE FOR COMPETITIVE PROCUREMENT PROCESS

The procurement schedule shown below will govern the procurement process for **Mulch in Landscape Beds at City Park & Downtown Parking Lots** as described in this request for bid and the attached specifications.

1. Issue Date: **Tuesday, March 22 2016**
2. One (1) sealed originals of the bid must be received by Lady Munoz, at City Hall, 301 E. Poinsett Street, Greer, SC 29651, no later than **11:30 A.M., Friday, April 1, 2016**.

#### D. OFFERORS

Offerors must have a minimum of two (2) years experience in providing similar services to communities with comparable projects. As noted above, two (2) copies of the firm’s bids must be submitted. All Responses will be retained as property of the city.

The bid must contain a manual signature of an authorized representative of the responding firm. Responding firms will not be allowed to make any changes or corrections after the bids are submitted to the City of Greer.

**E. PROOF OF INSURANCE**

All offerors must supply with the Bid Package a certificate stating the coverage limits carried for General Liability Insurance and Worker's Compensation Insurance.

**F. BID BOND**

For proposed contracts greater than \$25,000.00, the offeror must supply a Bid Bond, or other security, in the amount of 10% of the proposed contract price.

**G. PERFORMANCE SECURITY**

For proposed contracts greater than \$25,000.00, the offeror must supply a letter certifying the offeror has the ability to obtain a Performance Bond in the amount of 125% of the proposed contract price. Upon award, the offeror awarded the contract must supply the aforementioned Performance Bond in the amount of 125% of the proposed contract price prior to commencement of the project.

**H. COMPLIANCE WITH OSHA STANDARDS**

The offeror awarded the contract must comply with all applicable OSHA Standards

**I. LICENSES AND PERMITS REQUIRED**

The offeror awarded the contract must obtain all applicable licenses and permits as required, including but not limited to, the City of Greer Business License and Building Permits.

## **SECTION II - ADMINISTRATIVE REQUIREMENTS**

### **A. TERM OF BID**

Bids shall remain binding ninety (90) days after the date of closing.

### **B. AWARD**

The contract will be awarded to the most responsive and responsible offeror. The City reserves the right to waive any defect or omission in any bid which does not materially affect the terms of the bid in response to the Request for Bid, the attached specifications (set forth in Attachment II) and the Blanket Agreement Form (Attachment I).

The City reserves the right to reject any and all bids and to accept portions of bids. All challenges to specifications will be prohibited if not submitted in writing five (5) days prior to bid opening. All challenges to the bids, to include but not limited to, the bid process, bid opening, and award of bid, will be prohibited if not submitted in writing five (5) days after the bid opening. In deciding which offeror is the most responsive and responsible, the City will consider such factors, while not all-inclusive, as set forth below:

1. The responsiveness of the offeror's bid in describing the services it will provide to the City in response to the requirements of this Request for Bid and Specifications and the offeror's ability to complete the contract.
2. The offeror's experience in providing the services requested pursuant to the Request for Bid and Specifications.
3. The experience of the offeror's personnel in providing services similar to those requested by this Request for Bid and Specifications.
4. Analysis of work previously performed by the offeror on behalf of clients who have required similar services.
5. The general reputation of the offeror.
6. Whether the offeror's proposed fees are fair and reasonable.

### **C. NONDISCRIMINATION**

Each offeror must submit a completed and signed Blanket Agreement Form (Attachment I) which includes an "Equal Opportunity Agreement" form.

**D. DISCLOSURE THAT CITY OFFICIALS ARE NOT TO BENEFIT PERSONALLY FROM THE AWARD OF A CONTRACT**

In compliance with the City's financial disclosure, ethical conduct policy and ordinances, a prerequisite to any payment under the terms of a contract is that the offeror will furnish explicit statements, under oath, affirming that the City Administrator, other officers, agents and employees of the City, members of the Greer City Council, and members of employees of the commissions, boards and corporations controlled or appointed by the City Council have not received and have not been promised, directly or indirectly, any financial benefit or remuneration, by way of fee, commission, finder's fee, or in any way or other manner, arising directly or indirectly from this contract. Upon request by the City Administrator, or other authorized agent, the offeror will provide answers, under oath, to any interrogatories concerning any possible conflict of interest or monies received directly or indirectly from the award of the contract.

**E. WARRANTY AGAINST CONTINGENT FEES**

The offeror warrants that no person or selling agency has been employed or retained on its behalf to solicit or secure this contract for a commission, percentage, brokerage, or contingent fee. If an offeror violates this warranty, the City has the right to terminate or to suspend any contract awarded to the offeror without liability to the City. Alternatively, the City may, in its discretion, deduct from the contract price or consideration, the full amount of any such commission, percentage, brokerage, or contingent fee paid by the offeror.

**F. NON-APPROPRIATION OF FUNDS**

Any contract awarded pursuant to this Request for Proposal will be conditioned upon an annual appropriation made by the Greer City Council of funds sufficient to pay the compensation due the successful offeror under the contract. The contract will provide that, if such an appropriation is not made in any fiscal year and the City lacks funds from other sources to pay the compensation due under the contract, the City will be entitled, at the beginning of or during such fiscal year to terminate the contract. In that event, the City will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediately prior fiscal year. The City will provide the contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the City's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

**G. ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

The successful offeror may not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest in the contract, without the prior written consent of the City Administrator or his authorized designee.

## **H. CONTRACT ADMINISTRATION**

Upon award of the contract, the City Administrator, or his designee, will administer and have the authority to enforce the terms and conditions of the contract.

## **I. DESIGNATION AND OBLIGATION**

The contract awarded pursuant to this Request for Proposal will designate a firm to provide the items or services described in the Request for Proposal. The contract will be an agreement by the successful offeror to provide the services proposed to and accepted by the City. Therefore, the award will not obligate the City until such time as the contract is signed by both parties.

## **J. CONTRACT ALTERATIONS**

No alterations or variables in the terms of the contract shall be valid or binding upon the City, unless made in writing and signed by the City Administrator or his authorized designee.

## **K. DEFAULT**

Upon an offeror's non-performance or violation of the contract terms, the contract may be canceled or annulled by the City Administrator or his authorized designee in whole or in part by written notice of default to the offeror. Upon default, an award may be made to another offeror. In any event, the defaulting offeror (or its surety) may be liable to the City of Greer for costs to the City of more than the defaulted contract price.

## **L. TRADE SECRETS AND PROPRIETARY INFORMATION**

Trade secrets and proprietary information submitted by an offeror will not be subject to public disclosure under the Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the proprietary data, trade secrets or other protected materials, and must specifically identify the data or other materials which are to be protected and state the reasons why protection from disclosure is necessary.

## **M. CONTRACT PAYMENT**

Monthly payments to the successful offeror for work performed under the contract will be made in accordance with the approved contract following receipt of an itemized invoice for the services rendered.

## **N. RECEIPT OF PROPOSALS AND DISCUSSION WITH OFFERORS**

No proposal will be knowingly processed in a manner that permits disclosure of the identity of the offeror. The City when conducting any discussions with offerors with respect to their proposals will not disclose the identity of competing offerors or any information derived from proposals submitted by competing offerors. After the award of the contract, all proposals will be open for public inspection.

Attachment I

**CITY OF GREER, SOUTH CAROLINA  
FINANCE DEPARTMENT**

**BLANKET AGREEMENT FORM**

Each contractor desiring to transact business with the City of Greer is required to provide the information requested below and to complete the agreements contained herein. A failure to complete this form and/or to sign the agreements that follow will be cause to declare the bid non-responsive. The agreement contains:

1. EQUAL OPPORTUNITY AGREEMENT STATEMENT
2. CERTIFIED STATEMENT OF NON-COLLUSION
3. SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
4. MUST SUPPLY CERTIFICATE OF LIABILITY AND WORKERS COMPENSATION INSURANCE

Please provide the information listed below and sign each of the forms that follow:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Each of the following agreements must be signed individually.

## EQUAL EMPLOYMENT AGREEMENT

The Contractor hereby agrees:

1. Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age or handicap, except as is otherwise provided by law.
2. To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or an approved symbol for such.
3. To notify each labor organization representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
4. To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business. Factors to be considered include, but are not limited to, the following:
  - a. The overall size of the contractor's business with respect to the number of employees, the number and type of facilities, and size of budget.
  - b. The type of the contractor's operation, including the composition and structure of the contractor's work force.
  - c. The nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

5. To include the provision in paragraphs 1) through 5) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
6. In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the City and certification of such finding by the City Administrator, the City may terminate or suspend or not renew, in whole or in part, this contract.

SIGNATURE \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) **ss.**

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greer, SC or any person interested in the proposed contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
(title)

My commission expires \_\_\_\_\_



**SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT  
CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act,  
\_\_\_\_\_ (“Contractor”) hereby certifies  
(Print business name)

that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the City of Greer, South Carolina.

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

- (1) Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification and the employment authorization of all new employees.

OR

- (2) Employ only workers who:
  - (a) possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
  - (b) are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
  - (c) possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

Contractor agrees to provide to the City of Greer any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide the City of Greer with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## **Attachment II**

### **Specifications 2016 Application of Mulch in Landscape beds At City Park and Downtown Parking Lots**

#### **Requirements of Job:**

To provide and install 560 cubic yards of double ground hardwood mulch 3 inches deep in landscape beds located at City Park, 301 East Poinsett Street, Greer, S. C. Provider is responsible for all necessary transportation, loading, applying materials, containment of mulch from storm water systems and removal of residual debris. Areas of installation vary, consisting of 83,000 square feet of beds throughout the City Park, Greer Relief parking lots and Police/Courts parking lots.

Application is required by May 1st, 2016.  
Optional application dates may be requested.

#### **Requirements of Company:**

- All work specified in the job requirements has to be performed by the Company that is awarded the agreement by the City of Greer Parks and recreation Department. No sub-contractors can be used to perform the Job Requirements.
- Company's personnel are trained and certified to operate equipment(s) in a safe manner and knowledgeable of desirable landscape plants.
- A list of at least five (5) references must be submitted on behalf of the Company that is awarded the agreement to perform the Job Requirements.

#### **Good Communication and Written Documentation :**

- At least 48 hour advance notice of service.

- On-site contact- Company's representatives will contact on-site personnel upon arrival for services.
- Personal contact- Company's representatives are available throughout the year for any consultation or assistance.

**Terms of Agreement:**

The term of this agreement is for one year with the option to extend no more than (3) three additional years. In the event, at any time during contract period, that either party wishes to discontinue services, this agreement can be terminated with a written 30 day notice.

**City of Greer Contact:**

For questions please contact:

Bruce Viehman  
Grounds Superintendent  
864-416-0107  
bviehman@cityofgreer.org