

GENERAL TERMS AND CONDITIONS

SECTION 1 – GENERAL INFORMATION

A. PURPOSE

The purpose of this bid request is to obtain from qualified interested offerors sealed bids to provide the City of Greer, “City”, with a sealed bid for **Providing Topdressing Sand** the scope of services is as set forth in specifications, Attachment II, which is titled “**Specifications for Providing Topdressing Sand**”.

B. DISSEMINATION OF INFORMATION DURING BID 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 to 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 proposals on or before bid closing date and time.

C. SCHEDULE FOR COMPETITIVE PROCUREMENT PROCESS

The procurement schedule shown below will govern the procurement process for the contract **Providing Topdressing Sand** as described in this request for bid and the attached specifications.

1. Issue Date: **Sunday, September 25, 2016.**
2. One (1) sealed original of the bid must be received by the Lady Munoz, City Hall, 301 E. Poinsett St, Greer SC 29651 no later than **11:30a.m., Wednesday, October 5, 2016.**

D. OFFERORS

Offerors must have a minimum of two (2) years experience in providing similar services to communities with comparable projects. One (1) copy of the firm’s bid 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 proposal are submitted to 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

The offeror must supply a 10% Bid Bond with the Bid Package for Bids greater than \$25,000.00

G. PERFORMANCE SECURITY

The offeror must supply a letter from their insurance company on the letterhead of the insurance company stating 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 Performance Bond in the amount of 125% of the proposed contract price.

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 City of Greer Business License.

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 proposal 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 the factors set forth below:

1. The responsiveness of the offeror's proposal 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 II) 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 Bid 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 right, 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 Bid will designate a firm to provide the items or services described in the Request for Bid. 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 cancelled or annulled by the Director of Finance or his 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. 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 IMMIRATION 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 for Providing Topdressing Sand”

Scope of Work:

The City of Greer is accepting submissions to this Request for Bids for providing Topdressing Sand for Greer City Park and South Suber Road Park located in the City of Greer.

Submittals should include the following:

- 1) State the cost to provide approximately 400 tons of CSD-45 topdressing sand. Submittals should include all applicable fees including sales tax and delivery.
- 2) Stated agreement that the sand will be delivered to two different parks – Greer City Park located at 301 E. Poinsett Street, Greer, SC 29651 and South Suber Road Park located at 305 S. Suber Road, Greer, SC 29651.
- 3) Stated agreement that all City licenses and permits will be obtained, as required by the Code of the City of Greer and any applicable State of South Carolina regulations.
- 4) Offerors must have a minimum of two (2) years’ experience in providing similar services with comparable projects. Please provide five (5) references and contact information for such previously completed work.