

**CITY OF SIMPSONVILLE, S.C.**

**INVITATION FOR BID**

**Title: City Park Inclusive Playground**

**IFB# 2017-10- Recreation**

**SUBMISSION DEADLINE - May 31, 2017 at 3 P.M. ESDT**

**FOR**

**CITY OF SIMPSONVILLE  
118 N.E. MAIN STREET  
SIMPSONVILLE, SC 29681**

**Invitation for Bid**  
**City of Simpsonville**  
**City Park Inclusive Playground**

The City of Simpsonville qualified playground companies to bid for supply of new playground equipment and installation of said equipment and surfacing.

The terms, “vendor”, “contractor”, “firm”, “offeror”, “bidder”, “responder”, “supplier” or “bidder”, may be used interchangeably and refers to the entity offering a bid. The terms, “The City of Simpsonville”, “Owner”, “City” refers to the entity issuing the solicitation, receiving the bids and issuing an award.

This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of the response to this solicitation or to procure any goods or services.

**Scope of Work**

The City of Simpsonville is issuing a “Competitive Fixed Price Bid” solicitation for firms to submit a SEALED BID to provide playground equipment design and installation in accordance with the terms and conditions of this solicitation. Chad Foster will be the contact person. Bidders shall not contact any department or other personnel or location regarding this solicitation.

The City **shall not** accept any undisclosed or hidden costs. The award(s) shall consist minimally of the scope of work and specifications of this solicitation. The failure of a specific bidder to receive business once it has been added to the awarded vendor list shall not be grounds for contract controversy. Award of contract will not necessarily be based on lowest bid, factors such as play events and play value will be balanced with cost, overall design appeal and other factors to find the best fit.

Playground Elements to be included: (Only commercial grade equipment in compliance with U.S. Consumer Product Safety Publication 325, shall be installed in this project)

- A central play system for age 5-12 with a minimum 200 child capacity
  - Fully inclusive elements – ramps and activity
  - Climbing and fitness elements
  - Multiple slides of varying sizes and shapes
  - Natural look and pieces
  - Spinners should be ADA accessible.
- Stand alone surrounding pieces
  - 3 bay minimum Swing for all ages (toddler, inclusive ADA and 5-12)
  - Climbing pieces (Rock, rock wall, monkey bars)
  - Zip Line
  - Monkey Bars
- Surfacing options included
  - Vendor will provide appropriate options and pricing including installation and long term maintenance, warranty, and required safety information for each proposed. If borders are required for a proposed surface please specify that along with example, cost, maintenance, etc.

### Installation parameters

- Location is City Park – 100 Park Drive, Simpsonville, SC 29681
- Will replace the main playground nearest parking area (approximately 14000 square feet)
- Removal of existing equipment will be done by the City.
- The City requires the design to work around existing trees and playground to be integrated with existing landscape.
- Installation should take no more than one month and be able to be completed in the Fall of 2017

### Equipment and Vendor qualifications

- Warranties (minimums)
  - 80 year for posts and fastening system
  - 12 years for ramps, decks, metal roof, plastics, etc.
  - 5 years for swing seats, hangers, and moving parts.
  - 10 years canopy fabrics, threads and cables.
    - Warranties begin at completion of installation
- Equipment will be delivered and inspected by installer upon delivery and storage for equipment should be arranged if needed prior to installation. Any damaged pieces must be repaired like new or replaced at no cost to the City.
- PVC coatings must be CA compliant
- Vendor should submit 3 references for similar scope projects completed within the last 5 years: to include photos, client contact information and any other pertinent information in assessing related experience.
- Proof of liability and Worker's Comp. Insurance.

### Maintenance Materials

- Maintenance kit for each separate piece provided to include tools and all hardware for each unit and information to obtain parts as needed.
- Touch up paint for each color
- Contact information for warranty, service and parts repair and replacement.

### Submittals

- Product Data
  - Technical specifications showing products comply with requirements.
  - Drawings – Supply 2 sets of shop drawing for fabrication and installation of equipment. Include construction detail, finish, reinforcements and connections. Show anchoring and accessory items.
- Submittal procedure
  - Submissions should include three (3) hardcopies and one (1) electronic copy of the bid proposal (on USB drive or DVD – **not** email).
  - Submittal questions via email only to [CFoster@simpsonville.com](mailto:CFoster@simpsonville.com) deadline May 12, 2017.
  - Deadline for Closed bid submission delivered no later than May 31, 2017 at 3pm – to City Hall – Attn: City Administrator – 418 NE Main St, Simpsonville, SC 29681
  - No late, incomplete or emailed submissions shall be accepted.
  - Submittal of a proposal does not imply selection. The City in its sole discretion reserves the right to consider all proposals and determine which company will best serve the needs of this project.

- All prices must be valid and honored through at minimum December 31, 2017.

## Program Requirements and Specifications

### GENERAL INFORMATION

#### 1. Instructions to Bidders

Any response to the IFB must be received and will be publicly opened and read aloud no later than (bid receipt deadline):

**Thursday, June 1, 2017 at 10:00 A.M. (EDST).**

**City Hall**

**118 N.E. Main Street**

**Simpsonville SC 29681**

#### **A. General Information:**

##### **Bids:**

Please submit three (3) hardcopies and one (1) electronic copy of the bid proposal (on USB drive or DVD – ***not*** email) by the bid receipt deadline. Bid responses must be signed in ***blue ink*** only. Bids may be mailed or delivered to Eddie Case, City Administrator, City of Simpsonville, 118 N.E. Main Street, Simpsonville, SC 29681.

Bidders are advised that the City of Simpsonville reserves the right to conduct an independent investigation of any information, including prior experience, identified in the responses. Bidders are responsible for effecting delivery by the deadline date; late submissions will be rejected without opening. Simpsonville accepts no responsibility for misdirected or lost proposals. Late, faxed or e-mailed responses will not be considered.

Please label bid as indicated below.

<b>BID LABEL:</b>	<b>CITY OF SIMPSONVILLE SEALED BID: IFB # S 2017-CSCPPG</b>
<b>TITLE:</b>	<b>CITY PARK INCLUSIVE PLAYGROUND ATTN: EDDIE CASE, CITY ADMINISTRATOR 118 N.E. MAIN STREET SIMPSONVILLE, SC 29681</b>

Bids must be prepared and submitted in a **sealed** envelope.

The City of Simpsonville reserves the right to reject any and all bids and to waive any formalities and technicalities in this process. The City of Simpsonville also reserves the right to award the bid as a whole or on an individual basis (where applicable) as deemed necessary or most cost effective. The City makes no representation that any contract will be awarded to any Bidder responding to this IFB.

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30 of the South Carolina Code of Laws, 1976, as amended, (The Freedom of Information Act) with the exception that commercial, financial or proprietary information obtained in response to an Invitation for Bid that is privileged

and confidential need not be disclosed. At the time of submitting a proposal or bid, the party supplying a bid or proposal must identify any portions of the proposal or bid considered by the party to be a trade secret and thus eligible to be withheld from public inspection and copying.

Bids shall be unconditional and accepted without alteration or correction, except as authorized by the City's Procurement Ordinance. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Corrections or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts after award but prior to performance shall be supported by a written decision made by the Procurement Officer but only upon a written request by a bidder and when documents will clearly evidence the error or mistake and which demonstrates the bidder will suffer substantial loss. Any correction causing the bidder to become low bidder must be clearly evident by an analysis of the bid documents.

Discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the City's sole judgment, needing clarification shall be accorded such an opportunity. Clarification of any bidder's bid must be documented in writing by the Procurement Officer and shall be included with the bid. Documentation concerning the clarification shall be subject to disclosure upon request.

Proposals must be signed by an official authorized by the vendor to submit a bid proposal.

Prices and specifications submitted remain valid without change for the duration of the contract period unless otherwise stipulated in the bid.

Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the IFB. Under no circumstances shall the City of Simpsonville be liable for or pay any cost in connection with a bidder's submission. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in blue ink by the person **signing** the proposal.

**Non- Appropriation:**

All Bidders are notified that the construction contract as specified in this IFB shall be contingent upon appropriation. In the event that funding is eliminated, decreased, or not granted, the City reserves the right to terminate any IFB or any contract awarded hereunder accordingly.

**Publicity Releases:**

Contractor agrees not to refer to an award of this bid in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City.

**Selection:**

The contract will be awarded to the lowest responsive and responsible bidder.

**Clarifications:**

The City of Simpsonville, at its sole discretion, shall have the right to seek clarification from any bidder to fully understand information contained in their response to the IFB.

**Quality of Products:**

Unless otherwise indicated in this bid it is understood and agreed that any item offered, supplied, installed or shipped on this bid shall be new and in first class condition, free of defects in materials and workmanship, and that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging. All construction must be performed in a workmanlike manner.

**Jurisdiction/Venue:**

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of a signed bid proposal, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. Venue shall be Greenville County.

**Termination:**

Subject to the provisions below, the contract awarded may be terminated for any reason by the City by providing a 30 day advance notice in writing to the contractor.

- a. Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination costs, if applicable.
- b. Termination for Cause: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

**B. Bid Response Requirements:****Pricing:**

The bid proposal shall include the pricing information to allow the City a meaningful opportunity to evaluate the vendor's bid.

**Vendor Information:**

The bid response shall include all of the following information (failure to include all the information could result in disqualification):

- A. Vendor's Qualifications – Years in business, size of operation, and number of employees.
- B. References: List three (3) references that bidder has provided similar services to. Include: company name, contact name and phone number.
- C. History of firm, including list of public sector entities for which services have been provided

A certification that the bidder has reviewed the bid specifications and that the bid proposal is in response to those specifications and that the bidder is able to meet those specifications

**All Bidders must provide a statement that equipment and materials to be provided meet or exceed the specifications and provide the specifications for the equipment and materials.**

## **2. Solicitation Information**

Bids are requested in accordance with the information and instructions contained in the solicitation and the scope of work. The requirements herein are to be considered as providing minimum desirable features. Any limitations, deviations, or broader features proposed should be designated on a separate sheet of paper and submitted with the bid. Otherwise, firms offering bids shall be required to implement the scope of work and other salient requirements, if awarded.

Due care and diligence have been used in the preparation of the scope of work and the specifications and the information contained therein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely upon the bidder. The City will not be responsible for any errors or omissions in the bidder's response nor for the failure on the part of the bidder to determine the full extent of the solicitation requirements and exposures.

The submitted sealed bid must be signed by an authorized individual who may bind the bidder to provide the service(s) and/or product(s) in accordance with the specifications contained in this Invitation for Bid (IFB). The bid must contain a statement to the effect that the bid is firm and valid for a period of ninety (90) days from the bid due date or longer if so required by the City.

Enclosed is the Bid Form to be used when submitting a response to this solicitation. Only this Bid Form may be used; no other form is acceptable. This Bid Form must be completely filled out and returned on or before the due date. DO NOT alter the Bid Form. Do not change the Bid Form or insert a different unit of measure or unit of pricing. Bidders that change the unit of measure, unit of pricing or otherwise alter the Bid Form are qualifying their response and are subject to disqualification. All blanks on the bid form shall be legibly executed in a non-erasable medium. Total sums shall be expressed both in words and figures. In case of discrepancy, the amount written in words shall govern.

Include state sales taxes on your bid, where applicable. Do not include Federal Excise taxes as the Owner is exempt from these taxes.

All copies of the Bid, and the bid security, shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bid and shall be identified with the Project name, the Bidder's name and address, the Bid number, the Bid opening date. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Bid shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids shall be destroyed.

The City reserves the right to accept or reject, in part or in entirety, any or all bids, to negotiate with all qualified bidders and to cancel in part or in entirety, this solicitation if it is in the best interest of the City. Further, the City reserves the right to waive any informalities or technicalities in order to serve the best interest of the City.

**Modification or Withdrawal of Bid:** A Bid may not be modified, withdrawn or cancelled by the Bidder and the Bidder agrees to maintain and honor their proposal for a period sixty (60) calendar days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. A change shall be so worded as not to reveal the amount of the original bid. Written confirmation over the signature of the Bidder shall be received, and date and time stamped by the receiving party on or before the date and time set for receipt of Bids.

Bid security shall be in an amount sufficient for the Bid as resubmitted.

**Opening of Bids:** The properly identified Bids received on time will be opened and read aloud. An abstract of the Bids may be made available upon request of the Bidders.

**Award:** It is the intent of the Owner to award Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. An award may be made to all responsive and responsible bidders whose bid response meets the requirements and evaluation factors of the IFB. The City may conduct discussions with apparently responsive firms to assure a full understanding of the requirements of the IFB and the clarification of any bid.

The City of Simpsonville's Procurement Ordinance governs and supersedes any and all documents, bids and policies, whether stated or implied. Bidders may have the right to protest this solicitation or subsequent award in accordance with Article 7, paragraph 7-101 of the City Procurement Ordinance.

**Licensing:** Bidders and/or the presenting agent must be licensed, or obtain a license prior to the beginning or work, to conduct business in the City of Simpsonville and the state of South Carolina to be considered a responsible and responsive bidder. The successful bidder shall meet all Federal, state, and local statutes and other applicable requirements prior to award of the project.

### **Bid Evaluation Information**

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid that does not meet the salient requirements of the solicitation will be deemed non-responsive. To determine responsibility, all information given by the bidder concerning its availability to perform fully the contract requirements, including the integrity and reliability of the bidder will be reviewed. The submission of a bid does not necessarily qualify the bidder or bid as being responsive or responsible. Failure to provide specific information as requested for use in an evaluation will cause the bid to be disregarded.



Each bid will be evaluated and compared to other bid responses. Bidder(s) deemed by the City as responsive may be awarded the contract if all other terms and conditions are acceptable to the City and if in the City's best interest. The City will be the sole entity that will determine the amount of work an awarded bidder receives and what actual work will be assigned.

### **Solicitation Conditions**

Questions, requests or comments regarding this solicitation or the solicitation process shall be forwarded, **in writing**, to Chad Foster, City of Simpsonville, 310 West Curtis St, Simpsonville, SC 29681. The email address is CFoster@simpsonville.com

**NOTE: No other City personnel or representative of the City shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other City personnel or representatives or obtain information in any way other than the authorized method described herein shall have their bid rejected - NO EXCEPTIONS.**

**DEFAULT: IN CASE OF DEFAULT BY THE BIDDER, THE CITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL SERVICES/ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE BIDDER WITH ANY ADDITIONAL COSTS. THE BIDDER THAT IS DETERMINED TO BE IN DEFAULT SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**

The official time due time for a solicitation response is maintained according to the Time/Date Stamp located in the City Finance Department. All solicitation responses shall be received **in** The City of Simpsonville Administrator's office, 118 NE Main Street, Simpsonville, South Carolina 29681, no later than the time specified in this solicitation. Solicitation responses shall be in the physical possession of the City Administrator prior to the due time or the solicitation response shall be determined to be late once the due time has occurred. Responses that are in another City location, room, department or area at the solicitation due time other than the Administrator's office shall be determined to be late and shall not be accepted. If there is doubt as to the location of the City's Finance Department; individuals may contact the City for directions. The City is not responsible for the interpretation of any directions provided or for traffic conditions.

**NOTE: BIDS RECEIVED OR DATE STAMPED AFTER THE DUE DATE AND OPENING TIME SHALL NOT BE ACCEPTED OR CONSIDERED. DO NOT FAX or E-MAIL A BID.**

The City of Simpsonville assumes no responsibility for the delivery of any solicitation, addendum, solicitation response or any other correspondence by the U.S. Postal Service, delivery services, electronic transmission, facsimile or any other method.

Prices that are bid shall remain in effect for a minimum of December 31, 2017. Prices submitted shall be inclusive of all costs that the bidder expects the City to pay. The prices proposed shall include all delivery costs, materials, labor, equipment, tools, taxes and consumables required to provide the services and complete the project. Delivery costs shall be incorporated into the unit price and shall be FOB Destination.

The City shall notify all bidders when an award has been made. Interested parties may call email Chad Foster to determine if an award has been made.

Respondents must clearly mark the words “Confidential” or “Protected” next to each section of the bid that the bidder considers to be proprietary or may contain confidential information. In no manner or situation will pricing be considered confidential. The City shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release.

**The terms of the agreement between the City and the responsive and responsible bidder(s) shall solely consist of the requirements contained in this solicitation and the City’s Procurement ordinance, which are incorporated in this solicitation by reference.**

**NOTE: This solicitation is the contract between the City and the awarded bidder.**

The City shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the City’s Procurement Ordinance and the requirements of this solicitation. Bidders should submit any other document(s) that the bidder wishes the City to review. Submittal of such document(s) does not constitute an acceptance by the City of any terms(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the City or are not in the best interest of the City shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the staff of the City. The Procurement Ordinance of the City, incorporated by reference, supersedes any respondent’s proposed document(s).

The City of Simpsonville Procurement Code and Regulations supersede and govern any and all documents and/or policies, whether stated or implied. By submitting a solicitation response, the bidder acknowledges that it has had the opportunity to inquire about the City’s Procurement Code and Regulations, this solicitation and other pertinent policy. The City of Simpsonville reserves the right to reject any or all bids or portions of bids and to waive any informalities or technicalities so as to purchase in the best interest of the City.

Responsibility of a bidder shall be ascertained for each contract awarded by the City based upon full disclosure to the City concerning capacity to meet the terms of the contracts and based upon a past record of performance for similar contracts. The failure of a bidder to supply information promptly to the City in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. Failure to provide requested information may result in rejection of a solicitation response, suspension or debarment of the bidder.

Immigration Requirement: By signing the bid, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors: (a) to comply with the applicable requirements of Title 8, Chapter 14, 24 and (b) to include in the subcontractor’s contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

The City shall be entitled to audit the books and records of any bidder or any subcontractor under

any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the bidder for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is authorized in writing by a City official.

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment practices for all employees and applicants. Bidders shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, or physical disability.

**OFFEROR RESPONSIBILITY**

The offeror is the entity that is proposing or offering to perform work or supply service(s) and/or material(s) to the City. Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this solicitation or agreement. The omission of an offeror to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such offeror of any obligation with respect to the proposal or to any contract resulting from a solicitation or agreement. Offerors are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the City will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful contractor. Offerors shall notify the City of all costs reasonably expected.

**BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER**

By submitting a bid/proposal or agreement, the offeror agrees to be governed by the terms and conditions as set forth in the solicitation document or proposed agreement and the City Procurement Ordinance. Any bid or proposal response or proposed agreement containing variations from the terms and conditions set forth herein may, at the sole discretion of the City, render such bid or proposal or agreement non-responsive. Any inconsistencies between the solicitation and any other contractual instrument shall be governed by the terms and conditions of the solicitation or proposed agreement, except where subsequent amendments to any contract resulting from the award are specifically agreed to in writing by the parties in order to supersede any such provisions of the solicitation or other contractual document.

**SPECIFICATIONS MANDATORY**

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the City of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement. Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

**QUALITY OF PRODUCT**

Unless otherwise specified in this solicitation or agreement, it is understood and agreed that any item, material, equipment and/or related service(s) offered or shipped in relation to this solicitation or agreement shall be new, unused, non-refurbished and in first class condition. All containers shall be new and suitable for storage or shipment, and that prices shall include standard commercial packaging.

## **INQUIRIES**

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the City after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the City is found to be previously and sufficiently addressed in the solicitation, that question will be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be distributed to all known interested firms and individuals via an addendum and will be regarded as a part and parcel of the solicitation.

## **AMENDMENTS OR ADDENDA**

If it becomes necessary to revise any part of the solicitation or agreement, amendments in the form of an addendum will be provided in writing to all known, interested firms and individuals.

**ALL AMENDMENTS TO AND INTERPRETATIONS OF A SOLICITATION SHALL BE IN WRITING. THE CITY SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT, ADDENDUM, INFORMATION OR INTERPRETATION THAT IS NOT IN WRITING.**

## **COMPANY EXPERIENCE AND REFERENCE ACCOUNTS**

If requested, interested firms and individuals must provide reference accounts where the services and/or equipment/material(s) offered were similar to the services and/or equipment/material(s) requested in the solicitation. The intent is to show company experience in receiving contracts for, and delivery of, goods and services similar to those proposed. Information should include the name, address, telephone number, and title of the person to contact for inquiry as to the proposer's experience and performance. Referenced accounts must not be company owned or an affiliate of the bidder or proposer.

The City reserves the right to consider historic information and facts about the bidder or proposer, whether gained from the submitted response, question and answer conferences, references, or any other source, during the evaluation process.

## **RIGHT TO PROTEST**

Any prospective bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen (15) calendar days of the date of issuance of the Invitation for Bid/Request for Proposal or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Purchasing Agent within fifteen (15) calendar days of the Posting Date as noted on the award document.

A protest shall be submitted in writing to the City Administrator, The City of Simpsonville, 118 N.E. Main Street, Simpsonville, SC 29681, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

It shall be noted that the City may exercise its right to require a protest bond or irrevocable letter of credit from a protesting party when applicable.

## **CLARIFICATIONS**

The City reserves the right, at any time after opening and prior to award, to request from any bidder or proposer, clarification of the bid/proposal submitted to the City, address technical questions, or to seek or provide other information regarding the offeror's submittal/response. This process may be used for such purposes as providing an opportunity for the offeror to clarify its bid/proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

## **BID BOND MAY BE REQUIRED**

### **THE CITY MAY REQUIRE A BID BOND – PLEASE PRICE SEPARTELY**

Bid security shall be required in the amount of five (5%) percent of the total Base Bid and all additive alternates for projects of \$50,000.00 and higher. The bid security shall be forfeited to the Owner if the successful Bidder does not execute the Contract within 10 days of issuance by the Owner.

The owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

## **PERFORMANCE BOND MAY BE REQUIRED – PLEASE PRICE SEPARTELY**

If requested by the City, within ten (10) calendar days after award, contractor shall provide a performance bond, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in-fact to bind the surety and certified to include the date of the performance bond. The cost of bonds shall be paid by the Contractor.

## **SMOKE, DRUG AND WEAPONS-FREE WORKPLACE**

By signing and submitting a bid/proposal, the offeror is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Sections 44-107-10, ET Seq., S.C. Code Ann, (1976). The City does not allow smoking or the use of tobacco products on its property. No weapons of any type are allowed on City property.

## **FORCE MAJEURE**

Contractor shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in delivery by any cause beyond the reasonable control of the contractor, as determined by the City. The delivery schedule shall be extended by a period of time equal to the time lost because of such delay. The City shall not be obligated to pay costs related to any such delay.

## **TAXES**

Prices shall include all applicable taxes. The current tax rate in South Carolina is six percent (6%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the City to the

contractor, the contractor shall be liable to the City for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

**SUSPENSION BY CITY:**

The City reserves the right to suspend Contractor’s work, with or without cause, upon three (3) day’s written notice. If the suspension was not due to any default by Contractor, the City will reasonably and equitably adjust the amount(s) to be paid to Contractor when work is resumed.

**WAIVERS**

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default

**POSTPONEMENTS**

A bid due date shall be postponed if the City Procurement Department is closed for any of the following reasons: (1) Causes beyond the control of the City (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal City or Procurement operations. The postponed event (opening) shall automatically be rescheduled to the next full City business day after the published date. A City business day starting after a delay is not a full City business day. Example: If the City officially opens at 10:00 A.M. due to a weather delay, the bid is due the next full business day at the previously scheduled hour. Firms should consult the City (864) 967-9526 or local media regarding closures.

**CONTRACTUAL**

Contract negotiations, if applicable, may be started immediately, at the City’s discretion, with the apparent successful offeror. If any points cannot be resolved so that a final contract to the mutual satisfaction of all parties can be reached, negotiations may be initiated with the next qualified offeror. All contractual documents submitted will be subject to approval of the City.

**BANKRUPTCY**

Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the City. This notification shall be furnished within five (5) calendar days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (b) Termination. This contract is voidable and subject to immediate termination by the City upon the contractor’s insolvency, including the filing of proceedings in bankruptcy.

**INDEMNIFICATION**

The City of Simpsonville, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the contractor or actions by the contractor, provided that such liability is not attributable to negligence on the part of the City or failure of the City to use the materials in the manner outlined by the contractor.

### **CONTRACTOR RESPONSIBILITY**

The contractor alone will be held solely responsible to the City for performance of all contractor obligations under any contract resulting from the awarded solicitation.

### **WARRANTY**

Subject to the limitations stated below, the contractor warrants any hardware or products provided to the City as a result of the solicitation against defects in workmanship and material(s) during the applicable warranty period stated on bid form. The contractor warrants that any software product(s) will conform to the software product description applicable to the software described in the solicitation. The contractor agrees that hardware and software products will comply with all specifications and other terms and conditions as herein specified. The contractor warrants that services will be provided in a professional manner. The contractor shall be responsible for the full performance of any subcontractors and/or suppliers and the City shall rely solely upon said contractor for project compliance and proper contractual performance.

### **CONTRACTOR'S OBLIGATION – GENERAL**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all requirements.

### **Bidder's/Contractor's Relationship with the City**

The successful bidder shall be independent of the City. None of the bidder's employees shall be deemed for any purpose to be employees, agents, or servants of the City, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the contractor to third parties shall bind the City. The contractor shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The City shall have no liability of any sort for the contractor's employees.

The successful bidder shall be responsible for any loss or damage to property owned by the City and in the bidder's possession or control. The bidder shall be responsible for any loss or damage to property owned by the City, caused, in the opinion of the City, by the bidder.

No portion of this contract shall be subleased, assigned, transferred, or conveyed without written approval from the City prior to or after issuance of the Intent to Award.

The City will NOT provide office space, utilities and operating expenses. This includes phone, copier, fax and postage expenses.

**INSURANCE**

Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker’s Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. A copy of the current policy shall be submitted to the Human Resources Director by the selected firm at the time of award and yearly thereafter for each year of the agreement. City must be named as additional insured.

**Key Event Dates**

Bid Publication: April 28, 2017  
Last Date of Questions: May 12, 2017  
Submission Deadline: May 31, 2017 at 3:00 P.M. EDST  
Bid Opening: June 1, 2017, 10:00 a.m. ESDT

**THE CITY OF SIMPSONVILLE MAY MODIFY THIS SCHEDULE AT ITS SOLE DISCRETION.** Prospective bidders who have provided notice of intent to respond to the IFB will be contacted if this schedule changes. Notice of Intent to respond shall be given to Eddie Case, 118 N.E. Main Street, Simpsonville, SC 29681; Email: [ecase@simpsonville.com](mailto:ecase@simpsonville.com)

**ALL BIDDERS ASSUME FULL RESPONSIBILITY TO VERIFY THE SCHEDULING OF THIS IFB.** The City of Simpsonville assumes no responsibility whatsoever for a late response. While the City will attempt to provide notice to all bidders who have filed a Notice of Intent to respond of a change of schedule, it is the bidder’s responsibility to verify the schedule.



**Tender of Bid  
City of Simpsonville**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

1. The undersigned vendor declares that he has read the invitation for bid solicitation and has determined for himself the conditions of the work and the requirements of the City of Simpsonville in purchasing an inclusive playground system for City Park.
2. Any options, alternate bids, or exceptions to the provisions of the request for proposals have been clearly marked OPTION, ALTERNATE or EXCEPTION. Detailed descriptions of the options, alternates, or exceptions to the provisions of the solicitation has been provided by the vendor. The City of Simpsonville will consider options, alternate proposals or exceptions if it is determined by the city to be in its best interests.
3. The undersigned vendor, in compliance with the Invitation for Bid, hereby proposes to provide a play system as described in the attached solicitation at the following prices:

**Total price, including Sales Tax and Shipping**

- Central Playground System \$ \_\_\_\_\_
- 3 Bay Inclusive Swing all ages \$ \_\_\_\_\_
- Seats, belts, chains and hardware for swings \$ \_\_\_\_\_
- Climbing pieces \$ \_\_\_\_\_
- Fitness Elements \$ \_\_\_\_\_
- Zip Line \$ \_\_\_\_\_
- Monkey Bars \$ \_\_\_\_\_
- Other/Optional Equipment Proposed \$ \_\_\_\_\_
- Surfacing Option 1 \$ \_\_\_\_\_
- Surfacing Option 2 \$ \_\_\_\_\_
- Installation Cost \$ \_\_\_\_\_
- Shipping \$ \_\_\_\_\_
- Sales Tax \$ \_\_\_\_\_
  
- Total Cost \$ \_\_\_\_\_

**Attach a full description of the equipment proposed.**

Signature of Vendor Representative: \_\_\_\_\_

Date