



April 8, 2024

The City of Sumter is soliciting **SEALED** bids for the items listed below. Please list the cost of each item separately. Delivery charges and taxes will also be listed separately. All bids ***MUST*** be received by the Purchasing Department on or before **2:00 PM on April 23, 2024** in the City of Sumter Opera House. **SEALED** Bids may be Mailed, Overnighted or Hand Delivered (BIDS WILL BE DEEMED UNRESPONSIVE IF RETURNED VIA FAX OR EMAIL).

*ALL DEVIATIONS FROM REQUESTED SPECIFICATIONS MUST BE CLEARLY NOTED ON BID RESPONSE.

*A CERTIFICATE OF INSURANCE (COI) IS REQUIRED BEFORE ANY WORK CAN BEGIN ON CITY OWNED PROPERTY. COIs MAY BE MAILED OR EMAILED TO: tbutts@sumtersc.gov.

*SITE VISITS ARE REQUIRED. CONTACT BROCK MCDANIEL TO SCHEDULE AN APPOINTMENT (803) 468-6832 OR EMAIL bmcdaniel@sumtersc.gov.

The bid ITB number and name must appear on the envelope. Please email questions concerning specifications/items, and to schedule site visits to Brock McDaniel (803) 468-6832 or email: bmcdaniel@sumtersc.gov. If you have questions concerning the bid process, email Tony Butts at tbutts@sumtersc.gov. The City reserves the right to reject any or all bids and to waive any technicalities in the best interest of the City.

Sincerely,

Anthony J. Butts, Jr., CPPB
Purchasing Specialist
<https://www.sumtersc.gov/purchasing>



CITY OF SUMTER BID FORM

City of Sumter, South Carolina, a Body Politic and Corporate and Political Subdivision of the State of SC

FORMAL INVITATION-TO-BID: ITB #29-23/24

NAME OF BID: REBID-Install Bonded Shredded Rubber Mulch

BID MUST BE RECEIVED BY: Tuesday, April 23, 2024 at 2:00pm ET at the address below.

MAIL, OVERNIGHT OR HAND CARRY TO:

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept

21 N. Main Street

Sumter, SC 29150

ITB #29-23/24 REBID-Install Bonded Shredded Rubber Mulch

*COI's MAY BE MAILED OR EMAILED TO TONY BUTTS tbutts@sumtersc.gov.

*SPECIFICATIONS, DESCRIPTIONS, LOCATIONS AND BID FORM FOR PRICING – PAGE 9.

*SITE VISITS ARE REQUIRED. CONTACT BROCK MCDANIEL TO SCHEDULE AN APPOINTMENT (803) 468-6832 OR EMAIL bmcdaniel@sumtersc.gov

VENDOR NAME: _____

ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **EMAIL:** _____

FEDERAL ID (TAX ID) NO: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

AUTHORIZED SIGNATURE (TYPE/PRINT): _____ **DATE:** _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the offeror. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with your Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule.

Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid.

The amounts listed on the Bid Schedule section of this Bid Form include all permits, labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, permits, and other costs both indirect and direct, etc., to complete the Project. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. **In case of error in extension, the Unit Price shall govern rather than the Total Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.**

BID SECURITY – ALL BIDS \$25,000 AND OVER

Each Bid MUST be accompanied by certified check of the bidder, or a bid bond prepared on the Form of Bid Bond attached hereto, duly executed by the bidder as principal and having the surety thereon, a surety company approved by the Owner (City of Sumter), in the amount of 5% of the bid. Such checks or bid bonds will be returned to all EXCEPT the three lowest bidders within three business days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Please do not submit cash as bid security.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned,

_____ As Principal, and

_____ As Surety, are hereby

held and firmly bound unto the City of Sumter (“Owner”) in the penal sum of

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this _____ day of _____, 20___. The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with BID) and shall furnish a BOND for his faithful performance of said contract, shall furnish a BOND for the payment of all persons performing labor or furnishing materials in connection therewith, shall provide proof of insurance as required by the contract documents, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____ / Surety: _____

By: _____ (SEAL)

VENDOR AGREEMENTS – FORMAL INVITATIONS-TO-BID

Submittal of Sealed (Formal) Bids On the date set and at the time designated for the opening of the sealed bid, each prospective bidder is required to submit the bid deposit in the amount and form specified herein. Outside of envelope containing the **sealed** bid must be clearly marked with the following information: the **ITB number and the name of the bid**. Each prospective bidder is required to complete and execute the bid form attached in this Invitation to Bid, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter Bid documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

At the time of the opening of bids, each responder will be presumed to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this Invitation-to-Bid.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard.

Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract.

The City reserves the right to purchase any/all items or service in default on the open market. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

Upon award of a contract or Purchase Order under this proposal, 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. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

LAW AND REGULATIONS: The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

OBLIGATION OF RESPONDER:

The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except the City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the City. A certificate of insurance must be submitted to the purchasing office prior to services performed, with the requested coverage and limits per the City, with City of Sumter listed as additional insured.

1. Contractor's and Subcontractor's Insurance: Before commencing the Work, and until completion and final acceptance of the Work, the Contractor shall procure and maintain, at its own expense, the insurance coverages described below. Before starting the Work, Contractor shall furnish a Certificate of Insurance, in a form acceptable to Owner, evidencing the Contractor's compliance with the Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the Project site and shall be with insurance companies acceptable to Owner and with A.M. Best Rating of A minus or better. The Certificates and policies for the Commercial General Liability and Business Automobile Liability Policy shall name Owner, and if requested, Owner's agents, as Additional Insureds for completed and ongoing operations on a primary and non-contributory basis. All Insurance Certificates shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless Owner has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation.

If the Contractor fails to procure or maintain required insurance coverages, Owner shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Contractor, and Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. Contractor shall not commence work until all insurance requirements are met.

a. **Required Insurance Coverages:** The insurance coverages to be provided include those as set forth below unless modified in an Insurance Exhibit attached to the Agreement:

1. Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence/\$1,000,000 aggregate Bodily Injury and Property Damage Liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by Contractor under this Agreement, personal injury, advertising injury and broad form Property Damage (including coverage for explosion, collapse and underground hazards), and independent Contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The Commercial General Liability and Automobile Liability insurance required herein shall protect the Contractor and the Owner against liability from damages growing out of any Contractor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Contractor's operations.
 2. Motor Vehicle Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00 or a combined single limit of \$1,000,000.00.
 3. Worker's Compensation in accordance with and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina jurisdiction, and Employer's Liability Insurance with the following minimum limits: \$100,000 Per Accident, \$100,000 Per Disease for Each Employee, \$500,000 aggregate.
 4. Excess or Umbrella Liability Insurance with a policy limit of \$1,000,000.00 per occurrence and aggregate.
 5. Sub-Contractor Insurance: If Contractor elects, with Owner's approval, to subcontract any portion of the Work to another Contractor, Contractor shall require of such Subcontractor insurance coverage similar to that required of Contractor hereunder and shall furnish to Owner evidence that such insurance coverages are currently in effect. Moreover, Contractor shall require any such Subcontractor to name Contractor and Owner as additional insureds on Subcontractor's Commercial General Liability Insurance and will provide Contractor with a waiver of subrogation form from such sub-Contractors worker's compensation carrier. Failure of Contractor to require Subcontractor to obtain the coverages required herein or to furnish Owner evidence of such coverage shall be grounds for termination for default.
- b. The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of the Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. COI's may be mailed (same address as bids) or emailed to: Tony Butts (tbutts@sumtersc.gov).
2. **Payment and Performance Bonds (CONSTRUCTION BIDS ONLY):** If the Contractor's work as set forth in the Scope of Work exceeds \$50,000.00, Contractor shall provide payment and performance bonds in the full amount of the Contract Sum.
- a. The payment and performance bonds, if any, shall name Owner as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".
 - b. Upon execution of the Contract Documents, the Contractor shall furnish to the Owner a Performance Bond and a separate Labor and Material Payment Bond in a form acceptable to the Owner. The bonds shall guarantee the Contractor's faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall remain in force until the Work has been completed and accepted by the Owner, the provisions of all guarantees required by these Contract Documents have been fulfilled, and the warranty periods and period for correction of the Work as provided in the Contract Documents have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse.

The Contractor shall bear all costs in connection with the bonds as a part of the Contract. One executed copy of each bond shall be attached to each executed copy of the Contract Documents prior to the execution of the Contract Documents by the Owner.

- c. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

For construction contracts, all items delivered to or drop shipped to the City of Sumter site remain the sole responsibility of the Bidder until fully installed and attached to the City of Sumter which is the subject of this bid; Bidder is solely responsible for maintaining insurance on and replacing said items in the event of theft, damage, or other loss.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to ensure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all responders agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

City of Sumter may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order 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. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Property Damage and Liability: All work shall be performed in a manner that reduces the likelihood of damage to private property. Any damage to private property resulting from work performed under this maintenance contract shall be the responsibility of the contractor and their insurance agency.

Unsatisfactory Work: In the event of work considered by the City to be unsatisfactory, the City will provide written notification and the contractor will have 30 days to remedy the work to the City's satisfaction. If the work remains unsatisfactory after the opportunity to remedy, the City, in its sole discretion, reserves the right to terminate the contract.

SCOPE OF WORK AND ADDITIONAL INSTRUCTIONS:

Install Bonded Shredded Rubber Mulch in the Three designated areas listed. Pricing must include the removal and disposal of existing wood fiber mulch and all necessary excavation of landscape planter beds in order to install the rubber mulch surfacing. **IN THE BEST INTEREST OF THE CITY, THE CITY RESERVES THE RIGHT TO SELECT ONE, BOTH OR NEITHER OF THE ALTERNATES.**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1.	Option 1: Main Street	<u>2752</u>	S.F.	_____	_____
2.	Alternate 1: Central Carolina	<u>1517</u>	S.F.	_____	_____
3.	*Alternate 2: Replace Tree Grates in Main Street landscape beds with Bonded Rubber Mulch	<u>312</u>	S.F.	_____	_____

***The Metal Tree Grates will be removed and delivered to 303 E. Liberty Street Sumter SC 29150**

TOTAL WRITTEN AMOUNT

TOTAL FIGURE AMOUNT

Signature of Company Representative: _____

Please contact Brock McDaniel to schedule an inspection of the sites.