



**CITY OF HANAHAN
PROCUREMENT DEPARTMENT
Kitty Farias: Purchasing Agent
1255 Yeamans Hall Road
Hanahan, S.C. 29410**

REQUEST FOR BID

RECREATION AND PARKS DEPARTMENT

**PROPOSAL TITLE: CITY OF HANAHAN PLAYGROUND EQUIPMENT
INSTALLATION**

PROPOSAL NUMBER: COH#-092817

CLOSING DATE AND TIME: October 6, 2017 @ 2 P.M. Local time (EST)

BID SECURITY, PERFORMANCE OR PAYMENT BONDS: NO

You are invited to submit a BID in accordance with the requirements of this solicitation, which are contained herein. It is requested that your proposal be submitted to the City of Hanahan Procurement Office not later than 2:00 P.M. EST (local time), at which time, depending on the nature of this BID, respondents request(s) may or may not be publicly identified. In the event of possible negotiation(s) with bidders/Bidders, prices may not be divulged at the time of an open announcement.

PRE-PROPOSAL CONFERENCE: N/A

CONTACT:

Randy Moneymaker, Director of Public Services

CELL: 843.266.0723

EMAIL: rmoneymaker@cityofhanahan.com

An official authorized to bind the Bidder must sign the bid proposal and it shall contain a statement to the effect that the proposal shall remain valid for a period of at least (ninety) 90 calendar days from the closing date for submission of Bid. The bid submittal must be submitted in a sealed envelope showing the above proposal title, proposal number and closing date/time and Bidder's business name and address. This Request for Bid (BID) does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a bid proposal or to procure or contract for the articles of goods or services. The City of Hanahan reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with all qualified Bidders, or to cancel in part or in its entirety this proposal if it is in the best interest of the City to do so.

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Bidders/Bidders can download a copy of the BID document and any amendments from the City of Hanahan Web Site (preferred) or request by email to kfarias@cityofhanahan.com:

WEB ADDRESS: <https://cityofhanahan.com/government/administration/purchasing/>

GO TO:

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SECTION 1
GENERAL INFORMATION

Bids will be considered as specified herein or attached hereto under the terms and conditions of this Request for Bids.

A proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the proposal, and shall be identified as such.

One (1) clearly identified original of your bid are required. The proposal must be complete, clear and concise.

Bids will be received by City of Hanahan until 2:00 P.M. on the closing date shown. Bids must be submitted to, or at the time, date and exact location specified to be considered. No late Bids, mailed, telegraphic, or telephone Bids will be accepted.

HAND CARRY/DELIVERY SERVICE TO:

City of Hanahan Procurement Office
ATTN: Kitty Farias
1255 Yeamans Hall Road
Hanahan, S.C. 29410

Bidder is required to have printed on the envelope or wrapping containing his Bid; Bidder's business name and address, the proposal title, proposal number and the proposal closing date and time. City of ***Hanahan shall not be responsible for unidentified Bids.*** Failure to do so can result in a non-responsive bid.

Bids may be withdrawn by Bidder prior to, but not after, the time set for the closing. A telegraphic or (Email) request is acceptable provided it is received before the closing.

All entries shall be entered in ink or typewritten, and shall remain valid for a period of not less than ninety (90) calendar days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.

Offers, amendments thereto or withdrawal requests must be received by the time advertised for BID closing date to be timely filed. It is the Bidder's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.

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By submission of an offer, you are guaranteeing that all goods, workmanship and services meet the requirements of the solicitation during the contract period.

City of Hanahan reserves the right:

- To accept or reject any or all Bids received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the City to do so;
- To waive any or all informalities;
- To solicit additional information from the Bidders, or any one Bidder should City of Hanahan deem such information necessary;
- To consider modifications received at any time before the award is made, if such action is in the best interest of the City; and
- To negotiate contract terms, conditions and cost.

This contract will be awarded to the Bidder whose bid/proposal is within the competitive range and determined to be in the best interest of City of Hanahan.

The words “Contractor”, “Vendor”, “Bidder”, “Bidder”, “Consultant”, “Proposer”, Offeror are used interchangeably throughout this BID to define the companies submitting offers, and replace terms such as person(s), firm(s), or corporation(s).

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the BID, or it shall be deemed waived.

Failure to submit all required information may be determined as a non-responsive proposal.

This solicitation does not commit City of Hanahan to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services.

AMENDMENTS: If it becomes necessary to revise any part of this BID, an amendment will be posted on the Web Page at the address provided on the Cover Sheet. All amendments become part of the Request for Bids, and are contractually binding **whether or not received by the Bidder.**

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SECTION 2
TERMS AND CONDITIONS

CONTRACTOR LICENSE REQUIREMENT:

The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

QUALITY ESTIMATES:

City of Hanahan does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS:

Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the bid proposal is in strict compliance. Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bid proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS:

The City of Hanahan reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

TAXES:

Proposal prices shall be exclusive of state sales and federal excise taxes. **Where the state or city government entities are not exempt from sales taxes on sales within their state**, the contractor shall add the sales taxes on the billing invoice as a separate entry. The City of Hanahan is not tax exempt.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from the City of Hanahan.

PATENTS, COPYRIGHTS, ETC.:

The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD:

The City of Hanahan *may* award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose bid proposal is determined to be the most advantageous to the City of

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Hanahan, taking into consideration price and the other evaluation factors that may be set forth in this solicitation.

NON-COLLUSION:

By signing the proposal/bid the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition. (See Attached Statement of Non-Collusion).

CONTRACTOR PERSONNEL: The contractor shall enforce strict discipline and good order among the contractor's employees and other persons carrying out the contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

ETHICS CERTIFICATE

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate **Title 8, Chapter 13** of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: **Section 8-13-700**, regarding use of official position for financial gain; **Section 8-13-705**, regarding gifts to influence action of public official; **Section 8-13-720**, regarding offering money for advice or assistance of public official; Sections **8-13-755** and **8-13-760**, regarding restrictions on employment by former public official; **Section 8-13-775**, prohibiting public official with economic interests from acting on contracts; **Section 8-13-790**, regarding recovery of kickbacks; **Section 8-13-1150**, regarding statements to be filed by consultants; and **Section 8-13-1342**, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The City may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by **Section 8-13-1150** to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

CANCELLATION:

The City may cancel its participation upon thirty days (30) written notice, unless otherwise limited or stated in the terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to contractor default may be immediate.

DEFAULT AND REMEDIES:

Any of the following events shall constitute cause for the City of Hanahan to declare contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or

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condition of this contract the City of Hanahan shall issue a written notice of default providing a period in which contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate

contractor's liability for liquidated or other damages. If the default remains, after contractor has been provided the opportunity to cure, the City of Hanahan may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS:

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal, State and City laws and regulations.

CONFLICT OF TERMS:

In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

HOLD HARMLESS:

The contractor shall release, protect, indemnify and hold the City of Hanahan and their respective, officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

RISK OF LOSS:

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release contractor from any obligation hereunder.

JURISDICTION

Contractor acknowledges that it is subject to the jurisdiction and process of the City of Hanahan as to all matters and disputes arising pursuant to the Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Contractor agrees to execute any and all agreements necessary to accomplish this provision.

AMENDMENTS:

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the designated City of Hanahan contract administrator.

ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, **without the prior written approval** of the City of Hanahan designated contract administrator. If Contractor intends to hire subcontractors, they must be listed by the Contractor in the bid documents.

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NONDISCRIMINATION:

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973**, or the **Americans with Disabilities Act of 1990** which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to ensure that subcontractors and vendors are bound by this provision.

ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. 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". Bidder agrees to include in any contracts with its subcontractors' language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the City for any loss suffered by the City as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

SEVERABILITY:

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PAYMENT:

Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days

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the contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card."

FORCE MAJEURE:

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY OF HANAHAN may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION:

The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements, if applicable.

FIRM PRICE:

Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES:

In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: The City of Hanahan is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST:

The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any the City of Hanahan participants to any officer or employee of the City of Hanahan to secure favorable treatment with respect to being awarded this contract.

CONTRACTOR LIABILITY: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the City and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the City harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the City and suit brought against the City for attorney's fees and for all other expenses incurred by the City in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will City of Hanahan act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

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INDEPENDENT CONTRACTOR:

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Hanahan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for City of Hanahan, except as expressly set forth herein.

DEBARMENT:

The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by City of Hanahan.

GOVERNING LAW:

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the city and state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's City and State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity 's City and State.

ENTIRE AGREEMENT

This Agreement, and any attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered or changed except after prior written approval from the City of Hanahan Procurement Office, in compliance with the S.C. Consolidated Procurement Code, and by written agreement, signed by the parties.

Accepted and executed the date stated above.

VENDOR/OFFEROR:

BY: _____

ITS: _____

CITY:

BY: _____

ITS: _____

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SECTION 3
REQUIREMENTS - SOW

City of Hanahan is seeking Bids from contractors to provide:

Scope of Work

- **Department:** This solicitation is for the City of Hanahan Recreation Department which falls under the City Public Services.
- **Location:** Hanahan Athletic Complex located at Bettis Boat Landing Road, Hanahan, SC 29410.

Scope of Services:

- This project shall require a certified **Big Toys** installer to assemble and install two pieces of commercial playground equipment. The installer shall be **NPCAI certified**.
- Please include any detailed explanation of services offered, as they relate to the City's Requirements provided herein, and your recommended approach to addressing the City's needs.

License and Permits:

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or City of Hanahan.

Transmittal Letter: The transmittal letter and attachments must include:

- Name of the firm responding, including mailing address, telephone number, fax number and email address.
- A statement that the offer submitted as a result of this solicitation is binding on the Bidder for ninety (90) calendar days following the BID due date.
- Signed by authorized person.
- Licenses and Certificates held by you and/or your company
- Executed/Signed Terms and Conditions
- Transmittal Agreement
- Price Proposal
- Statement of Non-Collusion

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SECTION 6
PROPOSAL TRANSMITTAL AND AGREEMENT

The undersigned, having fully familiarized himself with the information contained within this Request for Bids, (including the Invitation Notice, Instructions to Bidders, General Conditions, Special Conditions (if applicable), Requirements, Bid Sheets, Affidavits of Bidder, and subsequently received written Amendment as listed below), submit the attached proposal. I verify (to the best of my knowledge and belief) this proposal to be true and correct. All requirements of the Request for Bids are hereby incorporated into the bid/proposal submitted and shall be incorporated by reference into the purchase contract or Agreement.

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Date: _____

Telephone No: _____

Fax Number: _____

Email: _____

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PRICE PROPOSAL

“CITY OF HANAHAN PLAYGROUND EQUIPMENT INSTALLATION”

Please provide sufficient detail to show all cost. (*Detail cost must be submitted in a separate sheet and envelope and attached with this Section Sheet*).

\$ _____
BID AMOUNT

Company Name

Representative

Signature of Authorized Representative

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ATTACHMENT #1
NONCOLLUSION AFFIDAVIT OF BIDDER

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Proposal:
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Bids:
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (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 Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from quoting 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 Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Berkeley, South Carolina, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Proposal 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: _____

END