



CITY OF HANAHAN

Request for Bid

INSTALL OF PLAYGROUND EQUIPMENT
HANAHAN PARKS AND RECREATION

Solicitation Number: COH#-091521
Solicitation Date: September 16, 2021
Bid Submission Deadline: October 1, 2021 -- 2:00 P.M.

*City of Hanahan
Procurement Office
1255 Yeamans Hall Road
Hanahan, South Carolina 29410
Phone: (843) 576-5254*



REQUEST FOR BIDS

THE CITY OF HANAHAN, SC
RECREATION AND PARKS
INSTALL OF PLAYGROUND EQUIPMENT
COH#-091521

The City of Hanahan is seeking bids from qualified contractors to install playground equipment for **FY2021-22** and **2022-23** with an option to renew for **2023-24**.

All bids must be sealed and will be received by the City of Hanahan until **2pm eastern standard time (EST), October 1, 2021**. Please display the following on the outside packaging of the proposal | **City of Hanahan Install - Playground Equipment**.

Submittals may be delivered by **UPS, FedEx, US Mail or hand-delivered** to:

Kitty Farias | Purchase Agent
Procurement Office
City of Hanahan
1255 Yeamans Hall Road
Hanahan, SC 29410

The City **will not** accept submissions by fax or email. Submissions received after the deadline will not be considered.

Written questions can be emailed to Kitty Farias: kfarias@cityofhanahan.com

City of Hanahan Procurement Office
Town Hall – 2nd Floor
1255 Yeamans Hall Road
Hanahan, SC 29410
PH: (843) 576-5254

GENERAL TERMS AND CONDITIONS | INSTRUCTION TO BIDDERS

1. COMPLIANCE:

All participating bidders, by their signature hereunder agree to comply with all of the conditions, requirements, and instructions of this bid as stated or implied. Upon submitting a bid proposal, the Bidder warrants that he/she is familiar with all provisions of the contract documents and agrees to comply with them.

2. INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of Specifications, Schedules and Information Sheets or the proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The city will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the city before expiration of the ultimate time set for the receipt of bids.

3. PROPOSAL/BID:

All proposals/bids must be made on the forms provided in this bid. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the bidder; if initialed, the City may require the bidder identify the alteration so initialed. Each bid shall be mailed or delivered; each bid shall be enclosed in a sealed envelope, endorsed on the outside of the envelope with the words **“City of Hanahan Install Playground Equipment.”** Such bids will be submitted to the City of Hanahan 1255 Yeamans Hall Road, Hanahan, SC 29410.

4. SIGNATURES OF BIDDERS:

Each Bidder shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President," "Secretary," "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. QUALIFICATIONS OF BIDDERS: Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work.

6. DRUG-FREE WORKPLACE: Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

7. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE:** By submitting an offer, Offeror 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 Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror 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." Offeror agrees to include in any contracts with its subcontractor's 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-subcontractor's 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.

Contractor's professional services shall incorporate those federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state, or local laws, regulations, codes, and standards that were not in effect or publicly announced at the time Contractor rendered its services

8. **WITHDRAWAL OF BID:**

No Bidder may withdraw his Bid for a period of sixty (60) days after the date and hour set for the opening herewith. A Bidder may withdraw his Bid at any time prior to the expiration of the period during which Bids may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the Bid.

9. MISTAKES IN BIDDING INSTRUCTIONS:

If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that Bidders submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the Bidder has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the Bidder to receive compensation for materials not used in the Work or for labor that would not be required for the Work, the contract price shall be decreased proportionally. If the mistake causes the Bidder to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the Bidder. In the alternative, the city may solicit bids for such additional work, or the city may reassign such additional work to another Bidder, as the city deems appropriate. Nothing in this provision shall apply to mistakes made by the Bidder in completing the bid form or in performing the contract.

10. PAYMENTS:

Payment for all work performed under this Contract will be made by check, by the City within thirty (30) days after completion and acceptance of the work covered by the Contract. Partial estimates may be issued and paid as provided in the General Conditions.

11. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of Contract, the Contractor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

12. INSURANCE REQUIREMENTS: The successful Offeror shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Offeror, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies, *if applicable*.

- Worker's Compensation, which must meet the statutory requirements of the State of South Carolina
- General Liability Coverage with bodily injury and property

13. **ACCEPTANCE OF BIDS:** The City of Hanahan reserves the right to reject any or all bids, to waive formalities, and to accept the bid which appears to be in the City's best interest.

14. **BID RESULTS:**

Bidders desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone.

Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this Contract or provide proper equipment for the proper execution of the same. The city may request a list of other projects, if deemed necessary.

Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

Wherever the word "Contract" appears, it shall be held to include all the documents as listed in the General Conditions. No less than all of the parts of the Contract Documents shall constitute the formal Contract.

SCOPE/STATEMENT OF WORK

One (1) Single Bay Swing to be installed at Roma Road Park in Eagle Landing Subdivision.

One (1) 6 Foot Slide to be installed at Otranto Park in the Otranto Subdivision.

One (1) Two bay swing to be installed at the Hanahan Athletic Complex located at 3100 Mabeline Rd, Hanahan, SC 29410.

One (1) Two bay swing and one (1) 6-foot slide to be installed at 5814 Murray Dr.

Equipment is located at the Hanahan Recreation maintenance shop at 3100 Mabeline Rd, Hanahan, SC 29410

Price will need to include:

- Delivery of owner provided equipment to each park location.
- Installation of owner provided equipment at each park location.
- Installation of owner provided 4ft fun timber borders at each park location.
- Owner will install fall surfacing.
- Contactor to provide equipment to transport playground equipment from the maintenance shop to each park location and concrete necessary to properly install equipment.

BID FORM

City of Hanahan 1255 Yeamans Hall Rd, Hanahan, SC 29410

BID: Pursuant to the “advertisement for Bids” for the above named project, and being familiar with all contractual requirements therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the Contract Documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of _____ (Hereinafter called **BIDDER** organized and existing under the laws of the state of _____ doing business as _____ to the **CITY OF HANAHAN** (hereinafter called City).

In compliance with your Advertisement for Bids, **BIDDER** hereby proposes to perform WORK for “2021/2022.”

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in strict conformance with the **CONTRACT (BID) DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint **BID** each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BID TO REMAIN OPEN SUBJECT TO ACCEPTANCE.

BID SUMMARY

Date: _____

Company Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____

Email Address: _____

Phone: _____ Fax: _____

By signing below, I will guarantee the price will not change and be valid for the entirety of the 2021/2022 budget year. In addition, it guarantees the installation of the equipment in a safe and secure manner and on a timely basis.

Signature: _____ Date: _____