



# CITY OF NORTH CHARLESTON

## Invitation to Bid

Project Number: **PQ-06-22**  
 Date: May 03, 2022  
 Procurement Official: Willie Atienza, CPPB  
 Phone: (843) 740-5890  
 E-Mail Address: watienza@northcharleston.org

DESCRIPTION: Waylyn Park Fencing Project

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: **May 12, 2022 @ 04:00 P.M.** - (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **May 09, 2022, by 4:00 PM** - (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original** - (See "Submitting Bids" provision)

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:  
 CITY OF NORTH CHARLESTON  
 PROCUREMENT DEPARTMENT  
 Attention: Denise Badillo, CPPB, CPPO  
 PO Box 190016  
 2500 City Hall Lane  
 North Charleston, SC 29419  
 See "Submitting Your Offer" provision

**CONFERENCE TYPE:** NONE

**DATE & TIME:**

As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

**LOCATION: All contractors are responsible for their own site visits prior to bidding.**

**AWARD &  
AMENDMENTS**

The award, this solicitation, and any amendments will be posted at the following web address:

<http://www.northcharleston.org/vendor>

**It is the responsibility of the offeror to check for amendments.**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR

(Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE

(Business title of person signing above)

PRINTED NAME

(Printed name of person signing above)

DATE SIGNED

OFFEROR'S TYPE OF ENTITY:

(Check one)

Small (15 employees of less)

Women

Minority

Other \_\_\_\_\_

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION

(If offeror is a corporation, identify the state of Incorporation.)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.								
See "Amendments to Solicitation" Provision								

<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – Not applicable when using an RFP method of source selection.

CITY OF NORTH CHARLESTON  
INFORMAL BID  
PQ-06-22  
REPLY TO FAX (843) 745-1083  
OR EMAIL – [watienza@northcharleston.org](mailto:watienza@northcharleston.org)

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**Project Title: Waylyn Park Fencing Project**

**Project Scope:** Interested Contractors shall provide Labor, Supervision, Tools, Materials, Equipment, Transportation, and Management to perform the following tasks at Waylyn Park, located at the corner of Olympia Street and Gary Drive, North Charleston, SC 29405.

- Contractors shall remove and dispose of existing ornamental fence.
- Contractors shall install a new four (04) foot, black, vinyl, 9 ga, chain link fence.
- Contractors shall install one (01) each double pipe barrier gate.
- Contractors shall install one (01) each walk-in gate.
- All Materials will be commercial grade.

**All Contractors are responsible for their own site visits prior to bidding.**

For **technical information** contact **Willie Atienza**, [watienza@northcharleston.org](mailto:watienza@northcharleston.org), (843) 740-5890.

**Bid Submission:** Bids to be submitted not later than **04:00 P.M., Thursday, May 12, 2022.**

E-mailed or Faxed bids are acceptable and encouraged. Submit bid by completing Bid Sheet portion of this form and other required forms and **forward to the Purchasing Department Attn.: Willie Atienza via email: [watienza@northcharleston.org](mailto:watienza@northcharleston.org) or via fax number (843) 745-1083.**

**Vendor is responsible for ensuring his or her bid is received on time.**

Bids may also be mailed, or hand delivered to arrive not later than the above submission time and date.

Bids are requested for services as described on the attached scope of work. All interested contractors are advised that at a minimum, the following insurance coverage is required: Commercial General Liability insurance and; Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

**Bid Submission Requirements:** Several forms provided further on comprise the complete bid submission ‘package’. All forms must be completed and submitted to ensure your bid is considered. Failure to submit all required forms may cause your bid to be declared non-responsive and discarded. Forms required when submitting your bid are:

COVER PAGE ONE

COVER PAGE TWO

BID SHEET

CITY OF NORTH CHARLESTON RESIDENT VENDOR PREFERENCE (If applicable).

LIST OF SUBCONTRACTORS (If applicable).

CERTIFICATION OF DRUG FREE WORKPLACE

CERTIFICATION OF NONSEGREGATED FACILITIES

CERTIFICATION OF ILLEGAL IMMAGRATION

If you choose not to submit a bid for this item it is suggested that you submit a **NO RESPONSE FORM** to ensure your company remains on the bidder’s list.

Bids are requested for services as described on the attached scope of work. All interested contractors are advised that at a minimum, the following insurance coverage is required: Commercial General Liability insurance and; Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

The successful bidder will be required to provide a copy of his/her insurance certificate prior to starting any work. It is recommended that all interested vendors fax a copy of their insurance certificate along with their bid response. This insurance certificate will be kept on file for future informal bid awards and alleviate the need for furnishing a copy each time a bid is submitted, or work is started.

**Scope of Insurance and Special Hazards:** in addition to liability and worker’s compensation insurance, the contractor shall provide adequate protection for himself and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any claims of employees involved in handling or disposal of asbestos materials. Unless already on file with the City’s Purchasing Department, bidders shall provide proof of current “Professional Liability” Insurance with a minimum insured amount of at least \$1M per claim for the work being performed in this project.

**Licenses:** The attention of Bidders is directed to the provisions of the acts for licensing of General or Mechanical Contractors for the State of South Carolina and all requirements of such acts which have a bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor or Subcontractor of his license number shall be deemed as their representation that he is legally qualified to enter into the prescribed Contract for any/all portions of the work included in his Bid. All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. These license

numbers shall be shown on the bid form. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

**The successful Bidder will be required to obtain a Business License from the City of North Charleston prior to beginning work, if said Bidder does not have a current license. Business License information may be obtained from the City of North Charleston by calling (843) 740-2634.**

**Permits:** The successful Bidder shall at his own expense, secure and pay to the appropriate department of the Local Government, the fees or charges for all and any required permits relating to the work, such as, but not limited to street pavement, sidewalks, sheds, removal of abandoned water tap, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, sewer etc. Information on permit requirements may be obtained from the City of North Charleston, Building Department by calling (843) 740-2569. The permit shall be secured and posted at the Work Site prior to commencing work.

**Subcontractors:** Any bidder or proposer in response to a bid/proposal shall include the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor on or during the construction, and who will specifically fabricate and install a portion of the work. Failure to list subcontractors shall render the prime contractor's bid or offer unresponsive. No prime contractor, whose bid/proposal is accepted, shall substitute any person as subcontractor in place of the subcontractor listed in the original bid/proposal, except with the consent of the awarding authority, for good cause shown.

**RESIDENT VENDOR PREFERENCE:** A Resident Vendor Preference of one percent (1%) of the aggregate bid amount shall be given to all qualified Resident Vendors in the award of all formal bids/proposals. Award of a Request for Proposals, where evaluation and selection of a vendor is determined by an evaluation committee based on suitability of the item, shall not be subject to the Resident Vendor Preference. Should the evaluation committee determine that the item offered by two vendors are identical and suitable for use by the City, and one of the vendors is a Resident Vendor, then the Resident Vendor Preference shall be used in determining award.

- a. Any vendor claiming the Resident Vendor Preference must submit a North Charleston Resident Vendor Preference Affidavit and a copy of their current North Charleston business license as part of the vendor's bid. The affidavit shall be included with each bid package furnished to a vendor. Failure of a vendor to return the affidavit and a copy of their current North Charleston business license with their bid shall disqualify the vendor for consideration of the Resident Vendor Preference.
- b. Nothing in the Resident Vendor Preference program shall be construed as increasing or decreasing the actual price of any bid. The actual cost which will be paid shall be the same as those bids. The percentage calculation is used only for award determination.
- c. The bid or proposal shall be awarded to the Resident Vendor if such bid does not exceed the lowest qualified bid from a nonresident vendor by more than one percent (1%).
- d. The Resident Vendor Preference shall not exceed a total amount of \$3,000.00 for any one bid or proposal award.

- e. In the event the procurement is to be made pursuant to State or Federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.

**Termination:**

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.
- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from Contractor's default/breach.

- c. Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.
- d. Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.
- e. Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to

ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.

- f. Excusable delays: The right of the Contractor to proceed shall not be terminated for any delays in the completion of the work due:
- i) To any acts of the Government, including controls or restrictions on requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National Emergency.
  - ii) To any acts of the City.
  - iii) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- f. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs above. Provided, however, the Contractor promptly notifies the City within ten (10) consecutive calendar days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

### **Scope of Work:**

Interested Contractors shall provide Labor, Supervision, Tools, Materials, Equipment, Transportation, and Management to perform the following tasks at Waylyn Park, located at the corner of Olympia Street and Gary Drive, North Charleston, SC 29405.

- Contractors shall remove and dispose of existing ornamental fence.
- Contractors shall install a new four (04) foot, black, vinyl, 9 ga, chain link fence.
- Contractors shall install one (01) each double pipe barrier gate.
- Contractors shall install one (01) each walk-in gate.
- All Materials will be commercial grade.

**All Contractors are responsible for their own site visits prior to bidding.**

## BID SHEET

By submission of a response to this solicitation the bidder agrees to all of the provisions and conditions contained herein. Please provide a cost for each service if applicable and for each location.

Anticipated days for completion after receipt of a purchase order \_\_\_\_\_.

**All prices shall include all labor, materials, debris removal, equipment, overhead, profit, insurance, taxes, fees, etc. to cover work.**

<u>ITEM</u>	<u>PRICE</u>
Remove and Dispose of existing exterior Ornamental Fencing	\$ _____
Install new 4 FT black, vinyl, 9 ga, chain link, fence to include 1 each double gate and 1 each walk-in gate	\$ _____
<b>TOTAL COST</b>	<b>\$ _____</b>

If awarded this Work, I understand that, if a current copy is not already on file, we shall provide a CURRENT copy of proof of Liability and Worker's Compensation Insurance prior to issuance of a Purchase Order and commencing Work to the Purchasing Department at the listed address/fax number.

Firm Name \_\_\_\_\_

Mailing Address including Zip \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Typed or printed name)

Title \_\_\_\_\_

**NOTE: The successful bidder will be notified as soon as possible after bids are reviewed.**



**CITY OF NORTH CHARLESTON RESIDENT VENDOR PREFERENCE  
AFFIDAVIT**

Personally appeared before me \_\_\_\_\_ who, being duly sworn, certifies that the vendor identified in this bid response meets the following qualifications for the resident vendor preference: Has a principal place of business located within the corporate limits of the City of North Charleston. (A post office box or temporary construction or office trailer shall not be considered a place of business). Has a valid City of North Charleston business license and is in compliance with any state requirements or local ordinances regarding the type of business engaged in.

By this written claim bidder requests that the one percent (1%) resident vendor preference (not to exceed \$3,000.00) be exercised in consideration of contract award of this bid. Failure to complete and return this affidavit and a copy of your current City of North Charleston business license with your bid will result in not being eligible to receive the benefits of the resident vendor preference.

BUSINESS NAME: \_\_\_\_\_

NORTH CHARLESTON STREET ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Commission Expires

## SUBCONTRACTORS

Listed below are the names, addresses, and South Carolina Contractor's license number of the proposed Subcontractors for review and approval by the Owner:

#1. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

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

\_\_\_\_\_

#2 Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

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

\_\_\_\_\_

#3. Work to be subcontracted: \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

License Number: \_\_\_\_\_

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

A bidder or offerer shall submit, along with the bid, the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor to or about the construction. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the listed subcontractor, except with the consent of the owner, for good cause shown.

## **CERTIFICATION OF DRUG FREE WORKPLACE**

The contractor certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the contractor's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the Contractor's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the Contractor's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATION REGARDING ILLEGAL IMMIGRATION

The contractor certifies that he/she 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 Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Official Address (including Zip Code) \_\_\_\_\_

\_\_\_\_\_

Waylyn Park, at the corner of Olympia Street and Gary Drive



