

# INVITATION FOR BID



CHARLESTON COUNTY PARK  
& RECREATION COMMISSION

IFB # 2021-010

Date: April 6, 2021

## Sol Legare Boat Landing Phase 2

### Upland Improvements

James Island, South Carolina

CHARLESTON COUNTY PARK &

RECREATION COMMISSION

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### **Attachment #1**

- 1a - SC Department of Revenue Form I-312, if applicable
- 1b - Equal Employment Opportunity Certification
- 1c - Non-Collusion Oath
- 1d - Drug-Free Work-place Certification
- 1e - Compliance with Illegal Immigrant Act
- 1f - Local Preference Option
- 1g - W-9 Request for Taxpayer Identification Number and Certificate
- 1h - Insurance Requirement
- 1i - Small Business Enterprise Policy
- 1j - Subcontractor Data Form
- 1k - Contractor's Certification/Qualification Questionnaire

### **SEPARATE DOCUMENTS**

- Attachment 2 – Construction Drawings
- Attachment 3 – Battery Island Tract C Drawings

### **Sample Contract**

**BID PRICE FORM**

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

TO: CHARLESTON COUNTY PARK AND  
RECREATION COMMISSION (CCPRC)  
861 RIVERLAND DRIVE  
CHARLESTON, SC 29412

RE: INVITATION FOR BID  
SOL LEGARE BOAT LANDING PHASE 2 UPLAND IMPROVEMENTS  
2500 Sol Legare Road, Charleston SC 29412

IFB No. 2021-010; SOL LEGARE BOAT LANDING PHASE 2 UPLAND IMPROVEMENTS

FROM: \_\_\_\_\_

\_\_\_\_\_

The undersigned declares he has carefully examined the General Conditions, Technical Specifications, Blueprints and/or Contract Drawings, Terms and Conditions, and Offer Form for the phase 2 Upland Improvements at Sol Legare Boat Landing and hereby agrees to provide the required services in accordance with this Offer and all attachments, exhibits, etc.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

As well as, the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for by them for the entire work in accordance with specifications and drawings.

The drawings are provided for information purposes only. By submittal of this bid, the Contractor certifies that they have verified measurements and are familiar with the facilities prior to submitting a bid. The project includes permitting, complying with all state, federal, county and local codes, regulations and standards in construction of the project, especially in regards to International Building codes, Local Codes, Manufacturing Recommendations, Life

Safety Codes and the American with Disabilities Act, which are reasonably required to complete the Scope of Work of the IFB, and to otherwise meet the intent of the IFB.

Item 1 – BASE BID:

All services, labor, materials and equipment called for the entire work in accordance with said documents for the lump sum of: For information on Special Conditions, Technical Specifications and Supplementary Conditions.

Lump sum \$ \_\_\_\_\_

Company SBE Goal \_\_\_\_%. See Attachment 1-i, Small Business Enterprise (SBE) Program for instructions.

The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement. At a minimum, invoices shall contain the identity of the provider of the services, the date of the services, a description of the services, and any applicable taxes. If the letter of authorization accompanying these terms and conditions allows the payment of "reimbursables", they shall be paid at Seller's/Contractor's actual cost and subject to audit by CCPRC.

Out of state Contractors are required to complete form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form. See Attachment 1-a

Any unit prices, if accepted in the award of this contract, shall be used in establishing adjustment of Contract Price by additions to or deductions from work in accordance with applicable requirements specified in the General Conditions. Unit Prices listed shall include all costs, profit and overhead, and no further surcharges are to be added to any unit price item of work that may be ordered done.

Bid Holding Time: The Undersigned hereby agrees that this bid may not be revoked or withdrawn after time set for opening of bids, but shall remain open for acceptance for a period of SIXTY (60) days following such time.

Attachment 1-k, Contractor's Certification/Qualification Questionnaire: The Bidders shall submit a properly executed Contractor's Certification/Qualification Questionnaire and any other information requested by Owner to evaluate Bidder's responsibility.

Contract Acceptance: In case the Undersigned be notified in writing by mail, email, telefax or delivery of acceptance of this bid, he agrees to execute, within ten days from notice, a contract for the work for the above-stated amount and at the same time to furnish and deliver to Owner a Performance Bond and a Payment Bond, each in the amount equal to 100 percent of the contract sum.

Completion Time: The Undersigned agrees to commence actual physical work at the site, with an adequate force and equipment, within ten calendar days from a date to be established in a "Notice to Proceed" and to substantially complete the work **by June 30, 2021 or sooner.**

Rain Day: For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at the Charleston International Airport, or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month in Charleston, South Carolina. In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days in each month receiving one-hundredth of an inch or more of rain in Charleston, South Carolina, according to NOAA are as follows:

Month	Days	Month	Days
January	10	July	14
February	7	August	17
March	6	September	11
April	6	October	8
May	9	November	6
June	14	December	10

The rain gauge at the Charleston International Airport, or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather related extensions hereunder.

Liquidated Damages: The Undersigned understands that should he fail to substantially complete work under this contract within the time specified hereinbefore, or such later date as may result from an authorized extension of time, he will pay to Owner, as liquidated damages, the sum of **Two Hundred Fifty Dollars (\$250.00)** for each succeeding calendar day, Saturdays, Sundays and Holidays included, that the terms of the contract remain unfulfilled, which sum is agreed upon as the proper measure of liquidated damages which Owner will sustain per diem by failure of undersigned to complete the work by the time stipulated, and this sum is not to be construed as, in any sense, a penalty.

Bid Security: Enclosed is a Bid Bond or Certified Check in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) being not less than 5 percent of the Base Bid, payable to Owner. The Undersigned agrees that the above-stated amount is the proper measure of liquidated damages which Owner will sustain by failure of the undersigned to execute the Contract, and to furnish the Performance Bond within ten day period from notice, in case the Bid is accepted by Owner within SIXTY (60) days after date set for opening of bids. The undersigned agrees that, if he is unwilling to execute the contract within the ten day period from notice, or if he fails to furnish both Performance Bond and Payment Bond, the

obligation of the Bid Bond will remain in full force and effect, and the moneys payable thereon shall be paid into the funds of Owner as liquidated damages for such failure.

Contractor Resources: It is understood that, before a proposal is considered for award, Bidder may be requested by Owner to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available to be used in performing contemplated work.

Sub-contractors: The Contractor shall list the sub-contractors he proposes to use on the project on the Bid Form. However, prior to final award of a Bid, the Owner shall have the right to mandate that the Contractor provide a listing of the Sub-contractors and that the Contractor shall not change the sub-contractor without the express permission of CCPRC and with good cause. Submit Attachment 1-j, Subcontractor Data Form, with your bid.

Respectfully submitted,

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Name of Company or Firm Providing Offer

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Address

---

City

State

Zip

---

(Name Typed)

Title

---

Phone Number

Fax Number

---

Cell Phone Number

E-mail Address

Offer Form is not valid unless signed by company officer:

---

**Signature of Company Officer**

*(Signature Required)*

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**Date**

State of South Carolina Contractor's License No. \_\_\_\_\_

## SCOPE OF WORK

Phase 2 of this project consists of making upland improvements at Sol Legare Boat Landing.

- Construct ADA parking spots with signage -Two car and one boat-trailer.
- Rumble strips should be accompanied by “ROAD ENDS” pavement markings. SCDOT Highway type paint.
- Construct small kiosk.
- The fire hydrant is to be relocated.
- Provide and install two-sided concrete parking stops for designated parking spaces.
- Provide and install bollards around circular paved turnaround, private driveway on both sides, and car parking at boat landing entrance.
- All bollards including existing new ones to be painted black with a reflective stripe.
- Cut off at the ground and haul away old bollards.
- Provide and Install two new concrete picnic tables one ADA.
- Provide, install and landscape shrubs in specified areas.
- Install mailbox and post provided by CCPRC.
- Provide and Install fencing to match the existing security fence to connect to pier.
- Provide stone to freshen and level parking lot area.
- Pave circular turn-around area.
- Construct pervious concrete handicap parking and sidewalk.
- Provide and add #2 rock under dock to prevent erosion.
- Repair and landscape any disturbed areas.

Please refer to plans and specifications. Timing is of the essence for the construction of the upland area improvements. Final completion is June 30, 2021.

### LOCATION:

**2500 Sol Legare Road, Charleston, SC 29412**

### PROJECT TIME OF COMPLETION

Time of completion for this project shall be by **June 30, 2021** or sooner.

### BID OPENING INFORMATION

**In light of the COVID- 19, we are offering you the following information for turning in your bid. Sealed bids will be received until 2:00 p.m. ET, Thursday, MAY 6, 2021 at the CCPRC Headquarters, 861 Riverland Drive Charleston, South Carolina 29412. We are encouraging you to leave your bid with us at the front desk and call back after 2:30 p.m. on the date to receive the bid results. The call back phone number will be given when bid submitted.** The Instructions and General Conditions of this bid and any special conditions set forth herein Bids shall include all charges for delivery to the location designated in the Invitation for Bids (hereinafter the “IFB” package.)

## WRITTEN QUESTIONS DEADLINE

All questions pertaining to the bid documents shall be referred by e-mail [prcprocurement@ccprc.com](mailto:prcprocurement@ccprc.com). The last day and time for submittal of written questions shall be no later than **2:00 p.m. ET, Wednesday, April 21, 2021**. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at [www.ccprc.com](http://www.ccprc.com) for any additional information, revisions, or addenda that may be posted.

## NON-MANDATORY PRE-BID MEETING

### **FACE MASK REQUIRED AND WILL PRACTICE SOCIAL DISTANCING DURING THIS MEETING.**

There will be a site visit for all interested bidders at **2:00 p.m. ET on Monday, April 19, 2021 at the site 2500 Sol Legare Road, Charleston SC 29412**. Companies attending or not attending the pre-bid meeting will be responsible for verification of the site conditions and by submittal of a bid, companies certify that they have verified measurements and are familiar with the facilities prior to submitting a proposal.

## BONDS

PERFORMANCE BOND AND LABOR AND MATERAIL PAYMENT BOND is required, for (100%) one hundred percent of the contract amount.

## INSTRUCTION TO BIDDERS

### ARTICLE I. - DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement to Bid or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, the bid form and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between CCPRC and Bidder, Conditions of the Contract (General, Supplementary and other Conditions). In the event of any ambiguities with the Instructions to Bidders or Supplementary Instructions to Bidders, and other Conditions, the contract document shall prevail.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by CCPRC prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bid.



1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder (Sub-contractor) is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE II – GENERAL CONDITIONS

2.1 All work must be performed in accordance with the terms of the contract included in this bid document.

2.2 The Bidder shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Contract.

2.3 The Bidder shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Bidder's work, the furnishing of which is required of CCPRC by the Contract Documents.

2.4 The Bidder shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.

2.5 The Bidder shall provide all required equipment, with operators and laborers, to renovate two outdoor basketball courts and reconfigure them for diverse uses.

2.6 The Bidder shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment is the responsibility of the Bidder.

2.7 The Bidder is responsible for maintaining the safety of all pedestrian traffic in the work area.

2.8 The price specified shall include all services, labor, materials and equipment called for by them for the entire work as well as any and all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement.

2.9 Sealed bids, subject to the Instructions and General Conditions of this bid listed below and any special conditions set forth herein, will be received at the CCPRC Headquarters, 861 Riverland Drive Charleston, South Carolina 29412, until **2:00 p.m. ET, Thursday, May 6, 2021** on the bid opening date for furnishing the CCPRC material and/or list of materials, supplies, equipment, or services shown on the

Sol Legare Boat Landing Phase 2  
Upland Improvements  
2021-010

attached Bid Form. Bids shall include all charges for delivery to the location designated in the Invitation for Bids (hereinafter the "IFB" package.)

2.10 Bidders must use the Bid Form(s) provided herein when submitting bids. Bidder also must give unit price, applicable itemized sales tax, extended totals, and sign the bid. Bids need to be sealed and identify on the face of the envelope **IFB 2021-010** and date of closing. Faxed bids will not be accepted.

2.11 For the purpose of this solicitation, the "Work" is defined as the sale, delivery and associated services, (if applicable), of the requested equipment.

2.12 Bid Holding Time: The Undersigned hereby agrees that this bid may not be revoked or withdrawn after time set for opening of bids, but shall remain open for acceptance for a period of SIXTY (60) days following such time.

2.13 State and Local Taxes: Except as otherwise provided, Contract prices shall include all applicable state and local taxes. The successful Bidder shall calculate that portion of the Contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Bidder.

2.14 The successful Bidder shall indemnify and hold harmless CCPRC for any loss, cost, or expense incurred by, levied upon or billed to CCPRC as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

2.15 The delivery date(s) shall be stated in definite terms, as delivery is one of the factors considered when making the award. Unless otherwise stated, CCPRC desires the earliest reasonable delivery.

2.16 The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of stat sub and sub-subcontractors to which withholding is applicable.

2.17 CCPRC reserves the right to cancel all, or any part of, orders if delivery is not made as represented on the bid. In case of delay, the successful Bidder must notify the Procurement Coordinator as soon as the delay is discovered.

2.18 In case of default by the successful Bidder, CCPRC will procure the articles from other sources and hold the successful Bidder responsible for any excess cost(s) occasioned thereby as stated in the termination clause.

2.19 Failure to deliver by the date promised or failure to comply with the specifications may disqualify successful Bidder from future bidding.

2.20 Prices must be stated in units of quantity specified and must be firm. (If applicable).

2.21 Goods must be fit for the ordinary purposes of such goods and be of fair average quality as included in the implied warranty of merchantability. CCPRC may also exclude limitations of warranties and liabilities under Section 402a of the Restatement of Torts, Second.

2.22 Bids which are incomplete, conditional, or obscure or which contain erasures, alterations or irregularities of any kind may be rejected.

2.23 Integration; Addenda; Modifications: The contract issued to the successful Bidder, along with this IFB, will represent the entire and integrated contract between CCPRC and the successful Bidder and will supersede all prior representations or contracts either written or oral. The contract and this IFB may be amended or modified only by a written instrument signed by each Party.

2.24 Indemnification: If in the execution or performance of this Contract, the Bidder shall have failed to perform the work in accordance with the terms, conditions, provisions, or covenants of this Contract or shall have violated any laws, rules, orders, regulations or ordinances applicable to the work hereunder, then the Bidder shall indemnify and save CCPRC harmless from all damages, penalties or expenses (including attorneys' fees) paid by CCPRC or imposed upon CCPRC as a result of any such failure or violations committed by the Bidder in the execution of performance of the work hereunder. The Bidder agrees to indemnify CCPRC against, and hold CCPRC harmless from, any and all claims, demands, liabilities, losses, expenses, suits and actions (including attorneys' fees) for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Contract even though such injury, death or damage may be (or may be alleged to be) attribute in part to the negligence or other fault on the part of CCPRC or his officers, agents, or employees. The Bidder specifically agrees to defend any and all suits, which may be brought against CCPRC on account of any such injury, death or damage. The obligation of the Bidder's indemnifying and holding CCPRC harmless shall not be enforceable if and only if it can be determined by judicial proceedings that the injury, death or damage complaint was attributable solely to the fault or negligence of CCPRC or his officers, agents, or employees and not in any manner or in any part attributable to the Bidder. The Bidder agrees to reimburse CCPRC for all sums which CCPRC may pay or be compelled to pay in settlement of any claim hereunder, including any claims under the provisions of any Workmen's Compensation law or any plan for employee's benefits which CCPRC may adopt. CCPRC may withhold from any payment otherwise due pursuant to this Contract such amount or amounts which may be reasonably necessary to protect it against liability for any personal injury, death or property damage resulting from the performance if work hereunder.

2.25 The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit, Charleston County, South Carolina.

2.26 Prices must include all freight/delivery charges to the location designated in the bid package, and risk of loss shall be borne by the successful Bidder until final payment of goods by CCPRC.

2.27 Method of Award and Notification: Bids will be analyzed and the award made to the lowest, responsive and responsible Bidder(s) whose bid conforms to the specifications and/or whose bid is considered to be the best value in the opinion of CCPRC. CCPRC reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bids received on the basis of individual items or groups of items or the entire list of items.

2.28 Contract Acceptance: In case the Undersigned is notified in writing by mail or email, he agrees to execute, within ten days from award.

2.29 Completion Time: The Undersigned agrees to commence work within ten calendar days from award. The work to be performed by the Bidder under this Contract shall be substantially completed the work by **June 25, 2021 or sooner**. Bidder shall achieve final completion by **June 30, 2021**.

2.30 Prior to award, a contract will be required to be signed. A sample template is attached.

2.31 No agent, employee or representative of CCPRC has any authority to bind CCPRC to any affirmation or representation unless specifically included in the aforesaid Contract and IFB.

2.32 Order of Precedence and Partial Invalidity: To the extent that they are inconsistent or contradictory, express terms of aforesaid IFB, Contracts, and attachments take precedence over general conditions. To the extent that any provision herein is held invalid, then, that provision shall be deemed to be deleted; and the remaining provisions shall remain in full force and effect.

2.33 Uncontrollable Circumstances: Any delay in or failure of performance by the successful Bidder or CCPRC shall not constitute default hereunder as and to the extent such delay or failure is caused by an occurrence beyond the control of the successful Bidder or CCPRC, including without limitation: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting there from; fires; floods; explosions; accidents; riots; strikes or other concerted acts or workers or disputes with workers; or any occurrence, whether or not of the same class or kind as those specifically above-mentioned, which is not within the control of the successful Bidder or CCPRC, and which, by the exercise of reasonable diligence, the successful Bidder or CCPRC is unable to prevent.

2.34 Suspension: The Procurement Coordinator may order, in writing, the Bidder to suspend, delay, or interrupt all or any part of the Services for such period of time as they may determine to be appropriate for the convenience of CCPRC. CCPRC may suspend performance of its obligations under this Contract in good faith for the convenience of CCPRC or to investigate matters arising in the Services. The Procurement Coordinator may order suspension of the Services in whole or in part for such time as he

deems necessary because of the failure of the Bidder to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services. When the Procurement Coordinator orders any suspension of the Services under the subparagraph above, the Bidder shall not be entitled to any payment for Services with respect to the period during which such Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

2.35 The rights and remedies of CCPRC provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

2.36 Termination: The Procurement Coordinator, by advance written notice, may terminate this Contract when it is in the best interests of CCPRC. If this Contract is so terminated, the successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The successful Bidder will not be compensated for any other costs in connection with a termination for convenience. The successful Bidder will not be entitled to recover any damages in connection with a termination for convenience.

2.37 If the successful Bidder refuses or fails to perform the services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract, or otherwise fails, in the sole opinion of CCPRC, to comply with any of the terms and conditions of the Contract deemed, in the sole opinion of CCPRC, to be material (including, without limitation, the requirement that successful Bidder obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

2.38 In the event of a default under this section, CCPRC shall have the right to terminate forthwith this Contract by written notice to the successful Bidder. In the event of such default, the advance notice period for termination is waived and the successful Bidder shall not be entitled to any costs or damages resulting from a termination under this section.

2.39 Whether or not the successful Bidder's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to CCPRC resulting from successful Bidder's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

2.40 Procurement 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, county 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 successful Bidder shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The successful Bidder will not be compensated for any other costs in connection with a termination for non-appropriation. The successful Bidder will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

2.41 The rights and remedies of CCPRC provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

2.42 All inquiries concerning this IFB, whether procurement or technical matters, shall be made through the CCPRC Procurement Department. The Bidder shall not contact other employees of CCPRC concerning the IFB without prior authorization from the Procurement Department. Failure to follow this procedure may be grounds for rejection of bid.

2.43 Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at [www.ccprc.com/bids](http://www.ccprc.com/bids) for any addition information, revisions, or addenda that may be posted.

2.44 Compliance with Legal Requirements: All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Bidders) shall be binding upon the Bidder throughout the pendency of these Services. The Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CCPRC harmless and indemnify same in the event of Non-compliances as set forth in the Contract.

2.45 By signing a bid, the Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder and its subcontractors or sub-subcontractors; or (b) that the Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

2.46 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."

2.47 The Bidder shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CCPRC harmless and indemnify same in the event of non-compliances.

2.48 Out of state Bidders are required to complete form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form. The I-312 Nonresident Taxpayer Registration form is provided herein, Attachment 1-a.

2.49 The Bidder agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number

11246, as amended, and specifically the provisions of the equal opportunity clause. The Equal Employment Opportunity Certification form is provided herein, Attachment 1-b.

2.50 The bid submission shall be accompanied by non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein. See Attachment 1-c.

2.51 The successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended). The CCPRC requires all Bidders executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug Free Workplace Certification form prior to the issuance of the Notice to Proceed. The Drug-Free Workplace Act form is provided herein. See Attachment 1-d.

2.52 The Bidder agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. The Compliance with Illegal Immigration Act form is provided herein, Attachment 1-e.

### ARTICLE III - BIDDER'S REPRESENTATIVE

3.1 The Bidder by making a Bid represents that:

3.1.1 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

3.1.2 The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

3.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

3.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

### ARTICLE IV - BIDDING DOCUMENTS

4.1 COPIES

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office website, [www.ccprc.com/bids](http://www.ccprc.com/bids).

4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; CCPRC assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.1.3 CCPRC copies for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

#### 4.2 - INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

4.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to CCPRC errors, inconsistencies or ambiguities discovered.

4.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach CCPRC at least seven days prior to the date for receipt of Bids.

4.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum, Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

#### 4.3 - SUBSTITUTES

4.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

4.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by CCPRC at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for performance an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. CCPRC's decision of approval or disapproval of a proposed substitution shall be final.

4.3.3 If CCPRC approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

4.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.



#### 4.4 - ADDENDA

4.4.1 Addenda will post to the CCPRC website, [www.ccprc.com/bids](http://www.ccprc.com/bids).

4.4.2 No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

4.4.3 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### ARTICLE V - BIDDING PROCEDURES

##### 5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

5.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

5.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

5.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

5.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

5.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

5.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

##### 5.2 SUBMISSION OF BIDS

5.2.1 All copies of the Bid, bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is

submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed - Name of the Project and the Project Number: or as outlined in the Advertisement or Invitation to Bid.

5.2.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened

5.2.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.2.4 Oral, fax or email Bids are invalid and will not receive consideration.

### 5.3 MODIFICATION OR WITHDRAWAL OF BID

5.3.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

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

5.3.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

5.3.4 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

## ARTICLE VI - OPENING OF BIDS

6.1. Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

### 6.2 REJECTION OF BIDS

6.2.1 CCPRC shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

### 6.3 ACCEPTANCE OF BID (AWARD)

6.3.1 It is the intent of CCPRC to award a Contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. CCPRC shall have the right to waive informalities or

irregularities in a Bid received and to accept the Bid which, in CCPRC's judgment, is in CCPRC's best interests.

6.3.2 CCPRC shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

6.3.3 If a Bid is based upon a Lump Sum Firm Fixed Price with provisions for unit-priced contingency work for selected specified items, Documentation provided to CCPRC for its convenience only for purposes of evaluating the bids and evaluation any change order proposals in accordance with Article 3 of the General Conditions. Bidder shall be responsible for performing all Work reasonably required in the Drawings and Specifications at the lump sum firm fixed price bid stated in its bid. Unless work is specified as "Contingency Work" in the Bid Form, Bidder acknowledges that the unit prices set forth in the Bid Form are provided for CCPRC's convenience and evaluation purposes only; not as a basis for contract payments. This is not applicable for unit priced bids.

6.3.4 The Bidder shall list the sub-contractors he proposes to use on the project on the Sub-contractor Data Form. However, prior to final award of a Bid, CCPRC shall have the right to mandate that the Bidder provide a listing of the Sub-contractors and that the Contractor Bidder shall not change the sub-contractor without the express permission of CCPRC and with good cause. Subcontractor Date Form is provided herein. See Attachment 1j.

#### ARTICLE VII - CONTRACTOR'S QUALIFICATION STATEMENT

7.1. Attachment 1k, Contractor's Certification/Qualification Questionnaire: The Bidders shall submit a properly executed Contractor's Certification/Qualification Questionnaire, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents and any other information requested by CCPRC to evaluate Bidder's responsibility.

#### 7.2 SUBMITTALS

7.2.1 The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to CCPRC in writing;

.1 a designation of the Work to be performed with the Bidders own forces. At a minimum, the low bidder must perform at least thirty percent of the total Scope of Work,

.2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

7.2.2 The Bidder will be required to establish to the satisfaction of CCPRC the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

7.2.3 Prior to the award of the Contract, CCPRC will notify the Bidder in writing if either CCPRC, after due investigation, has reasonable objection to a person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. CCPRC may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

7.2.4 Persons and entities proposed by the Bidder and to whom CCPRC have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of CCPRC.

#### ARTICLE VIII - PERFORMANCE BOND AND PAYMENT BOND

##### 8.1 BOND REQUIREMENTS

8.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured through an approved surety in accordance with Charleston County Park and Recreation Commission's Procurement Policy.

##### 8.2 TIME OF DELIVERY AND FORMS OF BONDS

8.2.1 The Bidder shall deliver the required bonds to CCPRC not later than ten days following the date of execution of the Contract or as outlined in the Notice of Award. If the Work is to be commenced prior thereto in a response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to CCPRC that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

8.2.2 Unless otherwise provided, the bonds through an approved surety in accordance with Charleston County Park and Recreation Commission's Procurement Policy.

8.2.3 The bonds shall be dated on or after the date of the Contract.

8.2.4 The Bidder 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.

#### ARTICLE IX – LOCAL PREFERENCE OPTION

9.1. The Local Preference Option is available to local vendor who meet the criteria, is within five percent of the lowest non-local bidder. The local vendor may be allowed to match the bid submitted by the non-local bidder and thereby be awarded the contract. See Attachment 1-f.

**ARTICLE X – SMALL BUSINESS ENTERPRISE (SBE) GOAL**

10.1. The SBE Program applies to CCPRC’s procurement programs for construction projects at or above \$25,000.00 through the prime Bidder and/or prime and subcontractor relationship. The goal for this project is 10%. See Attachment 1i.

**ARTICLE XI - FORM OF AGREEMENT BETWEEN CCPRC AND BIDDER**

11.1 This Bid and Contract is governed by the Procurement Policy of the Charleston County Park and Recreation Commission.

**ARTICLE XII – INSURANCE REQUIREMENTS**

12.1 All Contractors are required to complete and return insurance in accordance with Attachment 1-H.

**ARTICLE XIII – W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

13.1 All Contractors are required to complete and return this form with bid, Attachment 1-G.