City Hall
80 Broad Street
January 14, 2020
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid

2. Approval of Minutes:

   December 3, 2019

   December 17, 2019

3. Bids and Purchases

4. Stormwater Management: Approval to apply for a FEMA FMA grant that requires a City match of $30,754.50. If awarded, this grant would cover $510,336 of the total costs to: acquire two (2) parcels of land and demolish the existing flood-prone structures. The application is due to FEMA on January 31, 2020. The City match of $30,754.50 is available through the Stormwater Operations account.

5. Stormwater Management: Approval to apply for a FEMA FMA grant requiring no City match. If awarded, this grant would provide $845,879.33 for the elevation of five (5) existing structures on individual parcels. The applicant homeowners have agreed to provide the non-federal cost share for each elevation project at their own expense. The application is due to FEMA on January 31, 2020. There is no City match.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Laurie Yarborough DEPT. Recreation Department

SUBJECT: ATHLETIC EQUIPMENT AND SUPPLIES

REQUEST: Approval to establish a contract for Athletic Equipment and Supplies With BSN Sports, 5064 Rivers Avenue, North Charleston, SC 29406. Solicitation #19-P056S

COMMITTEE OF COUNCIL: Ways & Means DATE: January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Recreation Department	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Recreation/All SD 1-6-20 Account #: Various

Balance in Account $221,008 Amount needed for this item $200,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Athletic Equipment & Supplies RFP
Solicitation #: 19-P056S

Firm	Scores of Scorers					Total Score
BSN Sports	95	105	108	118		426
Pyramid School Products	70	65	93	69		297
Riddell/All American	60	80	80	97		317
Varsity Brands Holdings Co., Inc.	35	35	70	71		211

Chenette Singleton — 11/12/19
Buyer — Date

Gary Long — 11/12/19
Witness — Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND BSN SPORTS FOR ATHLETIC EQUIPMENT & SUPPLIES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and BSN Sports (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Athletic Equipment & Supplies in accordance with Solicitation #19-P056S. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #19-P056S (the "Request for Proposal")
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Proposal
Exhibit D: Contractor's Revised Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit C and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit C and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit B, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit C and Exhibit D as approved by the City and the proposed pricing for such work as shown in

Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and

attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice,

Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit B.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	BSN Sports
John J. Tecklenburg	Benjamin C. Thrash
Mayor	Branch Manager
PO Box 304	5064 Rivers Avenue
Charleston, SC 29402	N. Charleston, SC 29406

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City

harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Benjamin C. Thrash
Branch Manager
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 19-P056S	**Proposals will be received until: November 7, 2019 @ 1:00pm**
Proposal Title: Athletic Equipment & Supplies	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Chenette Singleton
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for **Athletic Equipment Supplies**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Chenette Singleton no later than 1:00pm on October 23, 2019**. Questions may either be faxed to 843-720-3872 or emailed to Chenette Singleton, singletonc@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

i. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The

Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor 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 Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 19-P056S	**Proposals will be received until: November 7, 2019 @ 1:00pm**
Proposal Title: Athletic Equipment & Supplies	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Chenette Singleton
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 19-P056S	**Proposals will be received until: November 7, 2019 @ 1:00pm**
Proposal Title: Athletic Equipment & Supplies	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Chenette Singleton

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H.. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount $_____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City of Charleston, South Carolina is soliciting proposals for qualified vendors to provide Athletic Equipment Supplies for our Recreation Department.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: singletonc@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on October 23, 2019.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(November 7, 2019 at 1:00pm)* of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and seven (7) Bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bids should be clearly marked **"19-P056S Athletic Equipment & Supplies"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 1:00pm on November 7, 2019. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Ability to provide items specified in RFP**
- **Provide evidence of work product, ability to meet schedules, cooperation and responsiveness**
- **Firm's Qualifications, Experience and Past Performance of the individuals to provide the services and function as primary resources on the contract**
- **Company History & Stability**
- **Minimum of four (4) similarly sized clients/references (include POC name, company name, address, phone and email address)**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Scope of Services

The intent of this solicitation is to establish a contract for a company that can offer the ability to provide the City with the items listed in this RFP, as well as a discount on any and all catalog items while offering quality customer service and timely delivery of said items. The City reserves the right to award separate contracts if it is in the best interest of the City.

It will be the Offeror's responsibility to provide the City with an up-to-date price list for the duration of the contract.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

While this solicitation specifically covers Athletic Equipment, Offerors are encouraged to submit an offering on any and all products and services available that they currently perform/provide in their normal course of business.

Bid#: 19-P056S Athletic Equipment & Supplies Vendor: _____

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Equipment		
300	Ea.	Pom Poms – (solid colors, 4 inch dowel handle)		
300	Ea.	Pom Poms – (solid color and white, 4 inch dowel handle)		
		Football Equipment		
2,500	Ea.	Mouthpieces (youth and adult sizes)		
40	Ea.	Wilson K2 or Nike Equivalent		
40	Ea.	Wilson TDJ or Nike equivalent		
50	Ea.	Wilson TDY or Nike Equivalent		
60	Ea.	Nike 500 Mini Football		
50	Ea.	MS footballs Wilson 1003		
60	Ea.	2" Rubber Placekick Tee		
60	Ea.	2" Rubber Kickoff Tee		
50	Ea.	Youth 7 Piece Snap-In Pant Pad Set		
30	Ea.	Wilson or Schutt Youth Football Helmets		
30	Ea.	Youth Football shoulder Pads		
1,100	Ea.	NFL Replica Helmet Decals		
300	Ea.	Triple threat Flag football belts Adult 3 sizes		
300	Ea.	Triple threat Flag football belts youth 3 sizes		
10	Ea.	Football Pylons		
10	Ea.	Football yard markers		
4	Ea.	Goal post pads		
100	Ea	Chin straps matching helmet that is b\id on		
		Baseball/Softball Equipment		
250	Ea.	Baseball/softball scorebooks		
50	Doz.	Babe Ruth official approved baseballs 13 and over		
130	Doz.	Cal Ripken Official approved baseball 12 and under		
10	Doz.	Tournament level Cal Ripken Ball		
50+	Doz.	MS Baseballs R100HSX or Wilson A1030		
30	Doz.	MS softballs Dudley 47 core/375 compression		
50	Doz.	Babe Ruth official approved 12 inch softballs		
50	Doz.	Babe Ruth official approved 11 inch softballs		
50	Doz.	Easton Incrediballs 9 inch or equivalent		
15	Ea.	Champion chest protector #P120L		
15	Ea.	Champion chest protector P#110L		
15	Ea.	Champion chest protector P#140L		
15	Ea.	Champion chest protector #P141L		
15	Ea.	Champion chest protector Female		
5	Ea.	Champion chest protector Umpire		

15	Ea.	Champion Shin Guards LG82		
15	Ea.	Champion Shin Guards LG82A		
15	Ea.	Champion Shin Guards LG83		
15	Ea.	Champion Shin Guards LG83A		
15	Ea.	Champion Shin Guards LG84		
10	Ea.	Champion Shin Guards LG85		
10	Ea.	Champion Catchers' Mask BM2		
10	Ea.	Champion Catchers' Mask BM3		
10	Ea.	Champion Catchers' Mask BM4		
30	Ea.	Champion/ Wilson Hockey Style Catchers' Mask (all in one)		
30	Ea.	Aluminum T-Ball bats sizes 21-26		
30	Ea.	Wooden T-Ball bats sizes 21-26		
10	Ea.	USA Baseball approved bats sizes 27-33		
10	Ea.	USA Softball approved bats sizes 26-32		
50	Ea.	One size fits all batting helmets with cage		
600	Ea.	Chin Straps		
50	Ea.	Throat Protectors for catchers helmets		
50	Ea.	Large baseball Team Duffle 36x16x16 Champro E129312 or equivalent needs to at least be 36x18x12		
50	Ea.	Large baseball Team Duffle 36x18x19 Baden a60-276 or equivalent needs to at least be 36x18x12		
20	Sets	Champion tie down bases		
10	Ea.	Champro Molded Pro Style Base		
10	Ea.	Bury all Home plates		
10	Ea.	4 Way pitching rubbers		
10	Ea.	Deluxe pitching rubbers		
10	Ea.	Step Down pitching rubbers		
30	Ea.	Champro Batting tees		
		Soccer Equipment		
350	Ea.	Mikasa Deluxe Varsity SS30 Soccer balls size 3		
150	Ea.	Mikasa Deluxe Varsity SS40 Soccer balls size 4		
50	Ea.	Mikasa Deluxe Varsity SS50 Soccer balls size 5		
30	Ea.	Bell Corner Flags		
50	Ea.	Soccer goal anchors Jaypro sga911		
		Basketball Equipment		
10	Ea.	Voit Enduro CB5		
20	Ea.	Wilson 27		
20	Ea.	Wilson 28.5		
20	Ea.	Wilson 29		
100	Ea.	Basketball Scorebooks		
2	Ea.	Portable adjustable BB Goal that goes into the original goal with hardware		
2	Ea.	Portable electric scoreboards		

5	Ea.	Portable flip scoreboards		
		Lacrosse		
500	Ea.	Lacrosse Balls NOCSAE		
25	Ea.	Lacrosse Goalie Helmet Brine or STX		
25	Ea.	Lacrosse Shin Guards Brine or STX		
25	Ea.	Lacrosse Chest Protector Brine or STX		
25	Ea.	Lacrosse Throat Guard Brine or STX		
25	Ea.	Lacrosse Gloves Brine or STX		
5	Ea.	Lacrosse Nets		
5	Ea.	Lacrosse Goals		
20	Ea.	Lacrosse Goalie Sticks		
50	Ea.	Lacrosse scorebooks		
		Volleyball		
10	Ea.	Volleyball scorebooks		
10	Ea.	Volleyballs Mikasa/Tachikara		
10	Ea.	Volley Lite Mikasa/Tachikara		
		Wrestling		
50	Ea.	Wrestling head gear		
50	Ea.	Wrestling singlets youth		
50	Ea.	Wrestling singlets adult		
		Safety Equipment & Painting Supplies		
12	Cases	Field marking paint - white		
12	Cases	Field Marking Paint Blue		
12	Cases	Field marking paint - orange		
30	Cases	Ice packs		
		Bulk Items		
500	Ea.	Disc cones		
1,000	Ea.	Mesh Equipment bags (w/fastener)		
1,000	Ea.	Whistles		
1,000	Ea.	Lanyards		
30	Ea.	Tall Cones		
		Sub-Total		
		Shipping		
		9% Tax		
		Total		

**If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.*

***These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.*

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT C

ORIGINAL

BSN SPORTS

Response to Proposal Number 19-P056S
Athletic Equipment & Supplies

Due Date: November 7, 2019 @ 1:00 PM

BSN SPORTS
5064 RIVERS AVENUE
N. CHARLESTON, SC 29406
843-747-5000
bthrash@bsnsports.com

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 19-P056S	**Proposals will be received until: November 7, 2019 @ 1:00pm**
Proposal Title: Athletic Equipment & Supplies	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Chenette Singleton
Vendor Name: BSN Sports	**FEIN/SS#:** 22-2795073
Vendor Address: 5064 Rivers Avenue	
City – State – Zip: N. Charleston, SC 29406	
Telephone Number: 843-747-5000	**Fax Number:** NA
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature:	**Title:** Branch Manager
Date: 11-7-19	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for **Athletic Equipment Supplies**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Chenette Singleton no later than 1:00pm on October 23, 2019**. Questions may either be faxed to 843-720-3872 or emailed to Chenette Singleton, singletonc@charleston-sc.gov.

Proposal Number: 19-P056S	**Proposals will be received until: November 7, 2019 @ 1:00pm**
Proposal Title: Athletic Equipment & Supplies	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Chenette Singleton

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

BSN Sports Company Name As registered with the IRS	Authorized Signature
5064 Rivers Avenue Correspondence Address	Benjamin C. Thrash Printed Name
N. Charleston, SC 29406 City, State, Zip	Branch Manager Title
bthrash@bsnsports.com Email	843-747-5000 Telephone Number/Toll Free Also (If Available)
5064 Rivers Avenue Remittance Address	NA Fax Number
N. Charleston, SC 29406 City, State, Zip	11-7-19 Date
22-2795073 Federal Tax ID (FEIN)/SS Number	099-114743 SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

- **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

- **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

- **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: BSN Sports

Signature

11-7-19
Date

Benjamin C. Thrash
Print Name

Branch Manager
Title

Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of **BSN Sports**
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the **19-P056S - Athletic Equipment & Supplies** contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11-7-19 Name of Authorized Officer (Print/Type): Benjamin C. Thrash

Signature:

Title: Branch Manager

Sworn to before me this 6 day of November, 2019.
Notary Public for the State of South Carolina
My Commission Expires: 11-1-2021
Print Name: Wendy A. Thomas
Phone Number: 843-709-7793
Address: 709 Lawton Harbor Dr.
Charleston, SC 29412

Notary Seal:

WENDY A. THOMAS
Notary Public, State of South Carolina
My Commission Expires 11/1/2021

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: **SEE ATTACHED**

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

REFERENCES FOR **BSN SPORTS**

1.NORTH CHARLESTON RECREATON

2500 CITY HALL LANE
NORTH CHARLESTON SC 29406
843-554-5700
ED BARFIELD EDBARFIELD@NORTHCHARLESTON.ORG

2. STRATFORD HIGH SCHOOL

951 CROWFIELD BLVD
GOOSE CREEK, SC 29445
843-820-4042
JOHN CHALUS CHALUSJ@BCSDSCHOOL.NET

3. PORTER GAUD HIGH SCHOOL

300 ALBERMARLE RD.
CHARLESTON SC, 29407
843-556-3620
LARRY SALLEY LARRY.SALLEY@PORTERGAUD.EDU

4. BISHOP ENGLAND HIGH SCHOOL

363 SEVEN FARMS DR.
CHARLESTON SC 29492
PAUL RUNEY PRUNEY@BEHS.COM
843-849-9599

5. THE CITADEL

171 MOULTRIE ST

CHARLESTON SC 29409
843-953-6868
KEVIN YEAGER KEVIN.YEAGER@CITADEL.EDU

BSN SPORTS

BSN Sports and US Games are the athletic and physical education divisions of BSN Sports, LLC. We are the largest direct selling manufacturer, marketer and distributor of sporting goods and physical education products to the institutional market in the United States. With over 3200 employees, including over 800 full-time local "sales pros", BSN Sports and US Games (hereafter collectively referred to as BSN) are the only companies of our kind and size that target the elementary, varsity and college education markets, as well as municipalities, park and recreation departments, state and federal government, private youth programs, boys and girls clubs, churches and summer camps.

From starting as one person selling product from the trunk of his car, BSN Sports is proud to have grown to over 100,000 customers, with active accounts in every zip code in the United States. We offer over 22,000 products – the largest assortment in the industry. BSN Sports inventories between $60 and $80 million dollars worth of name brand and proprietary equipment and apparel in our distribution centers. Our product offerings range from physical education supplies and equipment to athletic supplies and equipment for both individual and team sports, to large scale field and facility equipment. In addition, we offer our customers access to multiple lines of branded team practice and game uniforms such as Nike, Under Armour, Rawlings, Russell, Alleson and a multitude of other well-known names. From playground balls and jump ropes to bleachers and scoreboards, to uniforms and apparel, BSN prides itself on being a complete one stop shop for institutional customers in the USA – providing unparalleled service, quality, speed of shipment, product breadth and factory direct value.

Key reasons to contract with BSN Sports include the following:

- CRITICAL MASS: At $952 million in sales for our 2018 fiscal year, BSN is the largest marketer, manufacturer, and direct distributor in the institutional sporting goods and physical education market. With size comes the strongest domestic and international buying power in our industry, allowing us to keep product costs down by leveraging our buying power in negotiations.
- VALUE: With critical mass and our factory direct selling model comes the ability to pass savings on to the end user and provide customers with pricing that is 10-30% less than local suppliers on comparable products.
- QUALITY PROPRIETARY PRODUCT: BSN offers our customers a vast array of "in-house" names coupled with major brand names that we also distribute. These "in-house" brands, which include MacGregor and Voit, make up about 1/3 of our product mix and play an integral role in our marketing strategy of providing both choice and value to our customers. With very few exceptions, all of our products carry a minimum of a one-year warranty. Many products, as noted in their catalog descriptions, are warrantied for multiple years. BSN Sports stands behind every product that they offer.

PO Box 49 – Jenkintown, PA 19046
Phone: (800) 445-9446
Visit us online at
www.bsnsports.com & www.usgames.com

BSN SPORTS

- SPEED: A major difference between BSN and its local competitors is the speed by which we can deliver large quantities of products. We carry approximately $60 - $80 million in on-hand inventory and are the only company in the industry capable of fulfilling large orders to schools, park and rec departments, and even the federal government within tight time lines – particularly hard to stock items such as bleachers, backstops, field goals and other capital goods. BSN guarantees 24 hour quick ship on any quantity of goods such as these and marks over one thousand SKUs in its catalog as quick-ship ready.
- DIVERSIFICATION: BSN sells nearly 22,000 products through its customer-type specific catalogs, sales pros, phone teams, internet sales and distribution partners. Our nearly 500,000 square feet of warehouse space in Dallas, TX acts as the backbone for this product distribution effort. In addition to offering every equipment item an institution may need, BSN also offers leading team uniform brands – making BSN a true one stop shop for its customers.
- TECHNOLOGY: BSN runs SAP across all of its divisions and in all of its warehouses and has used this software to separate themselves from competitors for many years. BSN Sports makes it easier and faster for its customers to purchase products – 24/7. SAP gives its employees instant access to the information that you need: product availability, pricing and order status. It also gives customers the power to process and track their own orders online with ease.
- SALES PROS: BSN employs a host of localized sales pros across the nation. Each one of these highly-trained reps is equipped with an IPad that is loaded with electronic catalogs, providing instant access to inventory and order entry while on the road. The sales pros are able to respond to a call within 24 hours and are able to offer valuable assistance and guidance to athletic directors, coaches and purchasing personnel.

  Junior Thomas has handled the City of Charleston's account for several years and will continue on as the Sales Pro for this account. He will schedule visits regularly with University personnel. He will assist with every stage of the purchasing process, including presentation of products and services, procurement, delivery and follow-up. Greg will be available - in face-to-face meetings - to answer questions, provide guidance on uniform options and customization, provide samples and offer any other support necessary. He will respond to an inquiry initiated by voice or electronic means within 24 hours.

  Junior is equipped with an IPad which enables him, at any time, to accurately check "real-time" various name brand stock in any warehouse.
- IMPACT PROGRAM: BSN's program designed to bring brand recognition throughout the campus.

BSN SIMILARLY SIZED CLIENT REFERENCES:

1. Wando High School
   1000 Warrior Way
   Mt Pleasant SC 29466
   P: 843-881-8200
   Bob Hayes
   Robert_Hayes@charleston.k12.sc.us

2. Charleston Southern University
   9200 University Bovlevard
   N. Charleston SC 29406
   P: 843-863-7050
   Jeff Barber
   Jbarber@csuniv.edu

3. Bishop England high school
   363 Seven Farms Dr.
   Daniel Island, SC 29492
   P: 843-849-9599
   Paul Runey
   pruney@behs.com

4. Porter Gaud School
   300 Albermarle Rd
   Charleston, SC 29407
   P: 843-556-3620
   Larry Salley
   larry.salley@portergaud.edu

Bid#: 19-P056S Athletic Equipment & Supplies Vendor: BSN Sports

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Equipment		
300	Ea.	Pom Poms – (solid colors, 4 inch dowel handle)	6.75	2,025.00
300	Ea.	Pom Poms – (solid color and white, 4 inch dowel handle)	7.25	2,175.00
		Football Equipment		
2,500	Ea.	Mouthpieces (youth and adult sizes)	.32	800.00
40	Ea.	Wilson K2 or Nike Equivalent	42.75	1,710.00
40	Ea.	Wilson TDJ or Nike equivalent	43.75	1,750.00
50	Ea.	Wilson TDY or Nike Equivalent	44.95	2,247.50
60	Ea.	Nike 500 Mini Football	NA	NA
50	Ea.	MS footballs Wilson 1003	78.00	3,900.00
60	Ea.	2" Rubber Placekick Tee	2.95	177.00
60	Ea.	2" Rubber Kickoff Tee	2.95	177.00
50	Ea.	Youth 7 Piece Snap-In Pant Pad Set	11.25	562.50
30	Ea.	Wilson or Schutt Youth Football Helmets	108.00	3,240.00
30	Ea.	Youth Football shoulder Pads	32.00	960.00
1,100	Ea.	NFL Replica Helmet Decals	4.50	4,950.00
300	Ea.	Triple threat Flag football belts Adult 3 sizes	2.65	795.00
300	Ea.	Triple threat Flag football belts youth 3 sizes	2.65	795.00
10	Ea.	Football Pylons	28.60	286.00
10	Ea.	Football yard markers	114.00	1,140.00
4	Ea.	Goal post pads *Blank*	95.00	380.00
100	Ea	Chin straps matching helmet that is b\id on	9.50	950.00
		Baseball/Softball Equipment		
250	Ea.	Baseball/softball scorebooks	3.50	875.00
50	Doz.	Babe Ruth official approved baseballs 13 and over	47.50	2,375.00
130	Doz.	Cal Ripken Official approved baseball 12 and under	35.95	4,673.50
10	Doz.	Tournament level Cal Ripken Ball	48.10	481.00
50+	Doz.	MS Baseballs R100HSX or Wilson A1030	53.00	2,650.00
30	Doz.	MS softballs Dudley 47 core/375 compression	48.50	1,455.00
50	Doz.	Babe Ruth official approved 12 inch softballs	42.50	2,125.00
50	Doz.	Babe Ruth official approved 11 inch softballs	41.95	2,097.50
50	Doz.	Easton Incrediballs 9 inch or equivalent	54.00	2,700.00
15	Ea.	Champion chest protector #P120L	40.15	602.25
15	Ea.	Champion chest protector P#110L	47.15	707.25
15	Ea.	Champion chest protector P#140L	NA	NA
15	Ea.	Champion chest protector #P141L	NA	NA
15	Ea.	Champion chest protector Female	35.50	532.50
5	Ea.	Champion chest protector Umpire	57.95	289.75

15	Ea.	Champion Shin Guards LG82	46.90	703.50
15	Ea.	Champion Shin Guards LG82A	46.90	703.50
15	Ea.	Champion Shin Guards LG83	35.50	532.50
15	Ea.	Champion Shin Guards LG83A	43.95	659.25
15	Ea.	Champion Shin Guards LG84	32.95	494.25
10	Ea.	Champion Shin Guards LG85	36.75	367.50
10	Ea.	Champion Catchers' Mask BM2	36.75	367.50
10	Ea.	Champion Catchers' Mask BM3	39.50	395.00
10	Ea.	Champion Catchers' Mask BM4	21.50	215.00
30	Ea.	Champion/ Wilson Hockey Style Catchers' Mask (all in one)	73.25	2,197.50
30	Ea.	Aluminum T-Ball bats sizes 21-26	21.95	658.50
30	Ea.	Wooden T-Ball bats sizes 21-26	15.95	478.50
10	Ea.	USA Baseball approved bats sizes 27-33	49.50	495.00
10	Ea.	USA Softball approved bats sizes 26-32	49.50	495.00
50	Ea.	One size fits all batting helmets with cage	31.50	1,575.00
600	Ea.	Chin Straps	1.00	600.00
50	Ea.	Throat Protectors for catchers helmets	5.50	275.00
50	Ea.	Large baseball Team Duffle 36x16x16 Champro E129312 or equivalent needs to at least be 36x18x12	26.75	1,337.50
50	Ea.	Large baseball Team Duffle 36x18x19 Baden a60-276 or equivalent needs to at least be 36x18x12	13.50	675.00
20	Sets	Champion tie down bases	36.95	739.00
10	Ea.	Champro Molded Pro Style Base	139.95	1,399.50
10	Ea.	Bury all Home plates	52.65	526.50
10	Ea.	4 Way pitching rubbers	35.00	350.00
10	Ea.	Deluxe pitching rubbers	8.50	85.00
10	Ea.	Step Down pitching rubbers	31.00	310.00
30	Ea.	Champro Batting tees	14.50	435.00
		Soccer Equipment		
350	Ea.	Mikasa Deluxe Varsity SS30 Soccer balls size 3	11.00	3,850.00
150	Ea.	Mikasa Deluxe Varsity SS40 Soccer balls size 4	11.00	1,650.00
50	Ea.	Mikasa Deluxe Varsity SS50 Soccer balls size 5	11.00	550.00
30	Ea.	Bell Corner Flags	47.38	1,421.40
50	Ea.	Soccer goal anchors Jaypro sga911	123.50	6,175.00
		Basketball Equipment		
10	Ea.	Voit Enduro CB5	5.95	59.50
20	Ea.	Wilson 27	16.75	335.00
20	Ea.	Wilson 28.5	16.75	335.00
20	Ea.	Wilson 29	16.75	335.00
100	Ea.	Basketball Scorebooks	3.45	345.00
2	Ea.	Portable adjustable BB Goal that goes into the original goal with hardware	639.00	1,278.00
2	Ea.	Portable electric scoreboards	349.95	699.90
5	Ea.	Portable flip scoreboards	24.50	122.50

		Lacrosse		
500	Ea.	Lacrosse Balls NOCSAE D2 Only 42 oz.	18.90	793.80
25	Ea.	Lacrosse Goalie Helmet Brine or STX	99.99	2,499.75
25	Ea.	Lacrosse Shin Guards Brine or STX	42.00	1,050.00
25	Ea.	Lacrosse Chest Protector Brine or STX	44.50	1,112.50
25	Ea.	Lacrosse Throat Guard Brine or STX	33.25	831.25
25	Ea.	Lacrosse Gloves Brine or STX	49.50	1,237.50
5	Ea.	Lacrosse Nets	75.00	375.00
5	Ea.	Lacrosse Goals	445.00	2,225.00
20	Ea.	Lacrosse Goalie Sticks	126.00	2,520.00
50	Ea.	Lacrosse scorebooks	4.75	237.50
		Volleyball		
10	Ea.	Volleyball scorebooks	3.45	34.50
10	Ea.	Volleyballs Mikasa/Tachikara	21.50	215.00
10	Ea.	Volley Lite Mikasa/Tachikara	28.75	287.50
		Wrestling		
50	Ea.	Wrestling head gear	31.50	1,575.00
50	Ea.	Wrestling singlets youth	34.00	1,700.00
50	Ea.	Wrestling singlets adult	34.00	1,700.00
		Safety Equipment & Painting Supplies		
12	Cases	Field marking paint - white	59.95	719.40
12	Cases	Field Marking Paint Blue	59.95	719.40
12	Cases	Field marking paint - orange	59.95	719.40
30	Cases	Ice packs	17.00	510.00
		Bulk Items		
500	Ea.	Disc cones *D2 Only 42 oz.	3.50	147.00
1,000	Ea.	Mesh Equipment bags (w/fastener)	3.50	3,500.00
1,000	Ea.	Whistles	.50	500.00
1,000	Ea.	Lanyards	.50	500.00
30	Ea.	Tall Cones	4.25	127.50
		Sub-Total		110,647.05
		Shipping		5,532.35
		9% Tax		9,958.23
		Total		126,137.63

**If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.*

***These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Company	12203
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BSN Sports, LLC
14462 Varsity Brands Way
Dallas, TX 75244

COVERAGES

CERTIFICATE NUMBER: W12186482

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			00067824-5	07/30/2019	07/30/2020	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJ-CAP-6E004847-TIL-19	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			00063341-5	07/30/2019	07/30/2020	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2J-UB-6N324265-19	07/30/2019	07/30/2020	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Meredith Berg

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1350

dor.sc.gov

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312
(Rev. 4/29/19)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer hereby certifies as follows:

1. Legal Business Name: BSN Sports LLC
2. Trade Name, if applicable (doing business as): _____
3. Mailing Address: 14460 Varsity Brands Way, Farmers Branch TX 75244
4. Federal Employer Identification Number (FEIN): 22-2795073
5. ☐ Hiring or Contracting with:
   Name: _____
   Address: _____
   ☐ Receiving Rentals or Royalties From:
   Name: _____
   Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   ☐ The South Carolina Secretary of State or
   ☑ The South Carolina Department of Revenue (SCDOR):

   Date of Registration: 6/1/2007
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the SCDOR and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the SCDOR may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) — Date: 11/4/2019

If Corporate officer, state title: V.P. of Finance

Jessica Wilson
Print Name

33231028

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT
A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS
Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Retail Sales Tax

THIS LICENSE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RETAIL LICENSE

THIS LICENSE IS NEITHER TRANSFERABLE NOR ASSIGNABLE BEFORE POSTING READ INSTRUCTIONS BELOW

ST-1
(Rev. 08/28/18)
5000

OWNER NAME AND BUSINESS LOCATION:

LICENSE MUST BE RETURNED FOR ALL CHANGES AND/OR CLOSE OF BUSINESS

TAX DEPT
BSN SPORTS LLC
14460 VARSITY BRANDS WAY
FARMERS BRANCH TX 75244-1200

LICENSE NUMBER
099414743

BSN SPORTS LLC
14460 VARSITY BRANDS WAY
FARMERS BRANCH TX 75244-1200

INDUSTRY TYPE ▶ 451110

EFFECT DATE ▶ 01-Jun-2007

Letter ID: L0011467547

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 099414743 SID # 2433334

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the SC Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT 1-844-898-8542

OUT OF BUSINESS OR CHANGE OF OWNERSHIP (Also complete C-278)

DATE OF CLOSING OR SALE _____

NEW FIRM NAME _____

NEW OWNER'S NAME OR NAMES _____

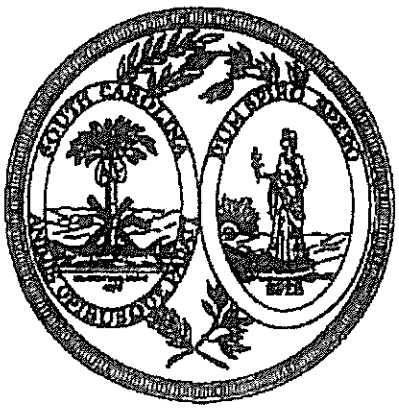
CHANGE OF ADDRESS AND/OR TRADE NAME (Also complete SC-8822)

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC-8822.
IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME _____ DATE BUSINESS MOVED _____

NEW LOCATION ADDRESS _____ BUSINESS MUNICIPAL LIMITS _____

MAILING ADDRESS _____ NEW TELEPHONE NUMBER _____



INSTRUCTIONS

This is your new license. Please fold on the above perf marks and display in a conspicuous place.

If you have any questions concerning this license, please call the SC Department of Revenue 1-844-898-8542.

If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

South Carolina Department of Revenue
Registration Section
P.O. Box 125, Columbia, SC 29214-0400

JP:37E:00010S:010IN:0A#:Y0061462931J:0000078362

PERCENTAGE OFF BID FOR CATALOG ORDERS

This certificate entitles The City of Charleston to:

10% off Catalog Price – Standard FOB Destination

With exceptions

*See Attached list of Exceptions

10% discount cannot be applied to an item with a bid price.

Your discount percentage will remain unchanged and any discounts will be taken from the most current published catalog price or the price shown at www.bsnsports.com at the time your order is placed.

There will be no shipping charges for Inside Delivery of FedEx shipments or Tailgate Delivery of Truck Shipments.

Inside Delivery charges for all Truck Shipments will be 17% of the order amount.

Non-standard shipping and handling will require additional charges.

Installation/assembly is not included, but may be available in your area for an additional charge. Please call us to discuss your specific needs.

Regarding catalog expiration dates:

Our Spring catalog expires July 31st of each year and our Fall catalog expires December 31st of each year. Our catalog pricing is valid only through the expiration date of each catalog.

Current catalogs can be requested at the phone number or email below or may be downloaded from www.bsnsports.com/catalog or www.usgames.com/catalog.

Your Bid/Program ID Number is: 3080771-19

Purchase Orders Must State Your Bid Number.

Percentage Off Bid Prices Will Not be honored if this reference is omitted.

If you add freight to your purchase order, you will be billed for freight. Freight charges cannot and will not be reversed once processed.

ADDRESS – PO BOX 49 – Jenkintown, PA 19046
E-MAIL – passonsbid@bsnsports.com
WEB SITE – www.bsnsports.com

PHONE – 800.445.9446
FAX – 800.523.5112

BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID
FALL 2019 CATALOG – CATALOG PRICES VALID THRU 12/31/2019

PAGE	ITEM	DISCOUNT
	All ATEC & Jugs Products – Entire Catalog	As Listed
ALL	"While Supplies Last", Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
ALL	Uniform & apparel customization/decoration (screen-printing, embroidery, etc.)	Call for Pricing
21	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
27	BP Zone BasicTurf Protector – 1273908	As Listed
28	All Action 35, Action Plus 35, Elite 45 & Elite Plus 45 DiamondTurf	Call for Pricing
31	All Diamond Pro Products – Entire Page	Call for Pricing
35	All Hollywood Impact Quick Release, SoftTouch Progressive Release & Synthetic Turf Bases	As Listed
42	All True Pitch & ProMounds Portable Game Mounds – Entire Page	Call for Pricing
42	Pocket Radar Ball Coach – 1385511	As Listed
44-47	All ATEC & Jugs Pitching Machines & Products & Accessories – Entire Pages	As Listed
45	All Sports Attack Pitching Machines & Feeders	As Listed
52	All Easton 11" & 12" Softouch & Softstitch Incrediballs	As Listed
56	Easton MLF5 Maple Wood Fungo Bat – EAA110195	As Listed
65	Oakley Half Jacket Sunglasses – 1366561	As Listed
71	Bow Net Soft Toss Screen & Big Mouth BMX Screen – 1347203 & 1397413	As Listed
81	All Bison T-Rex Adjustable/Portable Systems – 895444XX & 20026189	Call for Pricing
86	All Digital Scorer's Tables – 1390141/1390142/1390143/1390144	Call for Pricing
89	Hot Shot Basketball Shooting Machine – 1399645	Call for Pricing
103	All Shadowman Sports Blocking & Tackling Products – Entire Page	As Listed
107	EDown Digital Down Marker – 1453100	As Listed
111-14	All Razor Shoulder Pads & Back Plates & All Gear Pro-Tec Shoulder Pads – Entire Pages	As Listed
118-19	All Schutt Football Helmets – Entire Pages	As Listed
125	All Porta Phone & MultiVoice Equipment – Entire Page	As Listed
142	Revenant Protective Elbow Guard – 1450954	As Listed
143	STX Bucket Ball Bag – 1334494	As Listed
150	Select Blaze DB soccer ball 10/pack – 1456059	As Listed
171	All Sports Tutor Tennis Cube & Tennis Tutor Machines – Entire Page	As Listed
204	All EZ Flex Wrestling Mats – Entire Page	Call for Pricing
241	Polar OH1 Optical HR Sensor Kits – 1457024 & 1457025	As Listed

***Due to federal/local/departmental regulations in regard to conflict of interest, gratuities and kickbacks involving sealed bids: Internet & Catalog Promotional Offers and certificates cannot be used in conjunction with bid prices or bid awards.**

EXHIBIT D

Bid#: 19-P056S Athletic Equipment & Supplies **Vendor: BSN Sports**

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Equipment		
300	Ea.	Pom Poms – (solid colors, 4 inch dowel handle)	6.75	2,025.00
300	Ea.	Pom Poms – (solid color and white, 4 inch dowel handle)	7.25	2,175.00
		Football Equipment		
2,500	Ea.	Mouthpieces (youth and adult sizes)	.32	800.00
40	Ea.	Wilson K2 or Nike Equivalent	40.99	1,639.60
40	Ea.	Wilson TDJ or Nike equivalent	42.00	1,680.00
50	Ea.	Wilson TDY or Nike Equivalent	43.00	2,150.00
60	Ea.	Nike 500 Mini Football	NA	NA
50	Ea.	MS footballs Wilson 1003	74.50	3,725.00
60	Ea.	2" Rubber Placekick Tee	2.95	177.00
60	Ea.	2" Rubber Kickoff Tee	2.95	177.00
50	Ea.	Youth 7 Piece Snap-In Pant Pad Set	11.25	562.50
30	Ea.	Wilson or Schutt Youth Football Helmets	103.00	3,090.00
30	Ea.	Youth Football shoulder Pads	32.00	960.00
1,100	Ea.	NFL Replica Helmet Decals	4.50	4,950.00
300	Ea.	Triple threat Flag football belts Adult 3 sizes	2.65	795.00
300	Ea.	Triple threat Flag football belts youth 3 sizes	2.65	795.00
10	Ea.	Football Pylons	28.60	286.00
10	Ea.	Football yard markers	114.00	1,140.00
4	Ea.	Goal post pads *Blank*	95.00	380.00
100	Ea	Chin straps matching helmet that is b\id on	9.50	950.00
		Baseball/Softball Equipment		
250	Ea.	Baseball/softball scorebooks	3.50	875.00
50	Doz.	Babe Ruth official approved baseballs 13 and over	47.50	2,375.00
130	Doz.	Cal Ripken Official approved baseball 12 and under	35.95	4,673.50
10	Doz.	Tournament level Cal Ripken Ball	48.10	481.00
50+	Doz.	MS Baseballs R100HSX or Wilson A1030	53.00	2,650.00
30	Doz.	MS softballs Dudley 47 core/375 compression	48.50	1,455.00
50	Doz.	Babe Ruth official approved 12 inch softballs	42.50	2,125.00
50	Doz.	Babe Ruth official approved 11 inch softballs	41.95	2,097.50
50	Doz.	Easton Incrediballs 9 inch or equivalent	54.00	2,700.00
15	Ea.	Champion chest protector #P120L	38.50	577.50
15	Ea.	Champion chest protector P#110L	45.25	678.75
15	Ea.	Champion chest protector P#140L	NA	NA
15	Ea.	Champion chest protector #P141L	NA	NA
15	Ea.	Champion chest protector Female	34.00	510.00
5	Ea.	Champion chest protector Umpire	55.60	278.00

15	Ea.	Champion Shin Guards LG82	45.00	675.00
15	Ea.	Champion Shin Guards LG82A	45.00	675.00
15	Ea.	Champion Shin Guards LG83	34.80	522.00
15	Ea.	Champion Shin Guards LG83A	42.20	633.00
15	Ea.	Champion Shin Guards LG84	31.65	474.75
10	Ea.	Champion Shin Guards LG85	35.30	353.30
10	Ea.	Champion Catchers' Mask BM2	35.30	353.30
10	Ea.	Champion Catchers' Mask BM3	37.95	379.50
10	Ea.	Champion Catchers' Mask BM4	20.65	206.50
30	Ea.	Champion/ Wilson Hockey Style Catchers' Mask (all in one)	70.30	2,109.00
30	Ea.	Aluminum T-Ball bats sizes 21-26	21.95	658.50
30	Ea.	Wooden T-Ball bats sizes 21-26	15.95	478.50
10	Ea.	USA Baseball approved bats sizes 27-33	49.50	495.00
10	Ea.	USA Softball approved bats sizes 26-32	49.50	495.00
50	Ea.	One size fits all batting helmets with cage	31.50	1,575.00
600	Ea.	Chin Straps	1.00	600.00
50	Ea.	Throat Protectors for catchers helmets	5.50	275.00
50	Ea.	Large baseball Team Duffle 36x16x16 Champro E129312 or equivalent needs to at least be 36x18x12	26.75	1,337.50
50	Ea.	Large baseball Team Duffle 36x18x19 Baden a60-276 or equivalent needs to at least be 36x18x12	13.50	675.00
20	Sets	Champion tie down bases	36.95	739.00
10	Ea.	Champro Molded Pro Style Base	139.95	1,399.50
10	Ea.	Bury all Home plates	52.65	526.50
10	Ea.	4 Way pitching rubbers	35.00	350.00
10	Ea.	Deluxe pitching rubbers	8.50	85.00
10	Ea.	Step Down pitching rubbers	31.00	310.00
30	Ea.	Champro Batting tees	14.50	435.00
		Soccer Equipment		
350	Ea.	Mikasa Deluxe Varsity SS30 Soccer balls size 3	11.00	3,850.00
150	Ea.	Mikasa Deluxe Varsity SS40 Soccer balls size 4	11.00	1,650.00
50	Ea.	Mikasa Deluxe Varsity SS50 Soccer balls size 5	11.00	550.00
30	Ea.	Bell Corner Flags	47.38	1,421.40
50	Ea.	Soccer goal anchors Jaypro sga911	123.50	6,175.00
		Basketball Equipment		
10	Ea.	Voit Enduro CB5	5.95	59.50
20	Ea.	Wilson 27	16.75	335.00
20	Ea.	Wilson 28.5	16.75	335.00
20	Ea.	Wilson 29	16.75	335.00
100	Ea.	Basketball Scorebooks	3.45	345.00
2	Ea.	Portable adjustable BB Goal that goes into the original goal with hardware	639.00	1,278.00
2	Ea.	Portable electric scoreboards	315.00	630.00
5	Ea.	Portable flip scoreboards	24.50	122.50

		Lacrosse		
500	Ea.	Lacrosse Balls NOCSAE D2 Only 42 oz.	18.90	793.80
25	Ea.	Lacrosse Goalie Helmet Brine or STX	99.99	2,499.75
25	Ea.	Lacrosse Shin Guards Brine or STX	42.00	1,050.00
25	Ea.	Lacrosse Chest Protector Brine or STX	44.50	1,112.50
25	Ea.	Lacrosse Throat Guard Brine or STX	33.25	831.25
25	Ea.	Lacrosse Gloves Brine or STX	49.50	1,237.50
5	Ea.	Lacrosse Nets	75.00	375.00
5	Ea.	Lacrosse Goals	445.00	2,225.00
20	Ea.	Lacrosse Goalie Sticks	126.00	2,520.00
50	Ea.	Lacrosse scorebooks	4.75	237.50
		Volleyball		
10	Ea.	Volleyball scorebooks	3.45	34.50
10	Ea.	Volleyballs Mikasa/Tachikara	21.50	215.00
10	Ea.	Volley Lite Mikasa/Tachikara	28.75	287.50
		Wrestling		
50	Ea.	Wrestling head gear	31.50	1,575.00
50	Ea.	Wrestling singlets youth	34.00	1,700.00
50	Ea.	Wrestling singlets adult	34.00	1,700.00
		Safety Equipment & Painting Supplies		
12	Cases	Field marking paint - white	59.95	719.40
12	Cases	Field Marking Paint Blue	59.95	719.40
12	Cases	Field marking paint - orange	59.95	719.40
30	Cases	Ice packs	17.00	510.00
		Bulk Items		
500	Ea.	Disc cones *D2 Only 42 oz.	3.50	147.00
1,000	Ea.	Mesh Equipment bags (w/fastener)	3.50	3,500.00
1,000	Ea.	Whistles	.50	500.00
1,000	Ea.	Lanyards	.50	500.00
30	Ea.	Tall Cones	4.25	127.50
		Sub-Total		109.672.60
		Shipping	(Reduced to 4.5%)	4.935.27
		9% Tax		9.8970.53
		Total		124.478.40

**If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.*

***These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.*

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Laurie Yarborough **DEPT.** Recreation Department

SUBJECT: ATHLETIC UNIFORMS AND SUPPLIES

REQUEST: Approval to establish a contract for Athletic Uniforms and Supplies With Charleston Cotton Exchange, 1758 Ashley River Rd., Charleston, SC 29407. Solicitation #19-P055R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Recreation Department	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: SD 1 6 20 Dept./Div.: Recreation/All Account #: Various

Balance in Account $207,321 Amount needed for this item $200,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Athletic Uniforms & Supplies RFP

Solicitation #19-P055R

Firm	Scores of Scorers					Total Score
Brand RPM	96	65	80	86		327
BSN Sports	100	90	95	95		380
Charleston Cotton Exchange	112	95	105	110		422
Varsity Brand Holdings	41	26	20	48		135

Buyer — Date: 11/12/19

Witness — Date: 11/12/19

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CHARLESTON COTTON EXCHANGE, INC. FOR ATHLETIC UNIFORMS & SUPPLIES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Charleston Cotton Exchange, Inc. (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Athletic Uniforms & Supplies in accordance with Solicitation #19-P055R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #19-P055R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Contractor's Revised Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to

indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Charleston Cotton Exchange, Inc.
Stephanie M. True
President
1758 Ashley River Road
Charleston, SC 29407

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Stephanie M. True
President
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for **Athletic Uniform Supplies**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin Barrett Robinson no later than 1:00pm on October 23, 2019**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor 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 Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount $_____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City of Charleston, South Carolina is soliciting proposals for qualified vendors to provide Athletic Uniform Supplies for our Recreation Department.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

PROCUREMENT PROCESS

The RFP *(Request for Proposal)* is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on October 23, 2019.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City

alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(November 7, 2019 and 12:30pm)* of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and seven (7) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bids should be clearly marked **"19-P055R Athletic Uniform Supplies"** and **submitted in a sealed envelope or box. Please do not put the pricing in the copies. Put it in the Original only (either in an envelope or at the back)**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:30pm on November 7, 2019. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Ability to provide items specified in RFP**
- **Provide evidence of work product, ability to meet schedules, cooperation and responsiveness**
- **Firm's Qualifications, Experience and Past Performance of the individuals to provide the services and function as primary resources on the contract**
- **Company History & Stability**
- **Minimum of four (4) similarly sized clients/references (include POC name, company name, address, phone and email address)**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Scope of Services

The intent of this solicitation is to establish a contract for a company that can offer the ability to provide the City with the items listed in this RFP, as well as a discount on any and all catalog items while offering quality customer service and timely delivery of said items. The City reserves the right to award separate contracts if it is in the best interest of the City.

It will be the Offeror's responsibility to provide the City with an up-to-date price list for the duration of the contract.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

While this solicitation specifically covers Athletic Uniforms, Offerors are encouraged to submit an offering on any and all products and services available that they currently perform/provide in their normal course of business.

Bid#: 19-P055R Athletic Uniforms & Supplies Vendor: _____

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Uniform Supplies		
100	Ea.	Alleson/Equivalent Youth Cheerleading V-Shell #C101VY (with team name embroidered on front)		
100	Ea.	Alleson/Equivalent Adult Cheerleading V-Shell #C101V (with team name embroidered on front)		
100	Ea.	Alleson/Equivalent Youth Pleated Skirt #C200Y		
100	Ea.	Alleson/Equivalent Adult Pleated Skirt #C200		
40	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo on back)		
		Football Uniform Supplies		
530	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
215	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
400	Ea.	50/50 Youth Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	50/50 Adult Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
400	Ea.	Youth BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Adult BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
400	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
400	Ea.	Dry-Fit/Badger Youth short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)		
400	Ea.	Dry-Fit/Badger Youth long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Dry-Fit/Badger Adult short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Dry-Fit/Badger Adult long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)		
500	Ea.	Youth Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeeve- Wilson #WTF 8646 Youth or Champro equivalent with proper colors for all teams		
300	Ea.	Adult Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeve - Wilson #WTF 7785 or Champro equivalent with proper colors for all teams		

		Soccer Uniform Supplies		
2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve ad 6" numbers on the back)		
1610	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" number on the back)		
2540	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)		
2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)		
1610	Ea.	50/50 Adult Gildan/Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)		
1610	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)		
24	Ea.	Youth Goalie Jersey Hawk Soccer #22661 Short Sleeve (with City logo on front)		
24	Ea.	Adult Goalie Jersey Hawk Soccer Short Sleeve (with City logo on front)		
36	Ea.	Youth Scrimmage Jersey (with City logo on front) Champro		
24	Ea.	Adult Scrimmage Jersey Champro (with city logo on front)		
		Baseball/Softball Uniform Supplies		
1000	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
700	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
1000	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo across back (3) numbers on the back)		
700	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor across back (3)and 6" numbers on the back)		
1000	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
700	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
1400	Ea.	Richardson 2/2C Cotton Baseball Caps (with heat transfer)		
175	Ea.	Richardson 2/2C Cotton Baseball Caps (with embroidery)		
200	Ea.	Richardson #414 Mesh Caps		
150	Ea.	Richardson #740 Mesh Visors (with heat transfer)		
70	Ea.	Richardson #740 Mesh Visors (with embroidery)		
200	Ea.	OC Sports JM123 mesh two tone hat adult		
100	Ea.	OC Sports JM123 mesh two tone hat adult		

125	Pr.	Wilson Youth All-Star Baseball Pants full length		
125	Pr.	Alleson Youth allstar pant full length		
125	Pr.	Wilson adult All-Star Baseball Pants full length		
125	Pr.	Alleson allstar baseball pant full length		
		Lacrosse Uniforms		
100	Ea.	Youth Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent		
100	Ea.	Adult Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent		
50	Ea.	Youth Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent		
50	Ea.	Adult Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent		
		Basketball Uniforms		
600	Ea.	Youth Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent		
410	Ea.	Adult Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent		
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)		
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)		
200	Ea.	Pro Team Adult Micro Mesh Reversible Jersey #UNF2351 (with City/Sponsor logo on both sides and #s on the back)and additional sponsor print		
12	Pr.	Pro Team Adult Micro Mesh Shorts #UNF2357		
		Cross Country Uniforms		
30	Ea.	Youth Asici's Hyper tops		
30	Pr.	Youth Asici's Hyper shorts		
30	Ea.	Adult Asici's Hyper tops		
30	Pr.	Adult Asici's Hyper shorts		
		Adult Uniform Needs		
3000	Ea.	Adult Gildan 6.1 oz. Heavyweight 100% Cotton T-shirt (Various colors w/one color ink printed front & back, some with 6" #s)		
200	Ea.	50/50 Longsleeve Gildan or Hanes Cotton T-shirt (Various colors w/one color ink printed front & back)		
200	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back. some with 6" #s)		

		Staff Uniform Needs		
50	Ea.	Adult Gildan 5.6 oz. Ultra Blend 50/50 Cotton T-shirt (Various colors w/one color ink printed front & back)		
50	Ea.	50/50 Longsleeve Gildan Ultra Blend T-shirt (Various colors w/one color ink printed front & back)		
50	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back)		
100	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Youth BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
100	Ea.	Adult BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)		
35	Ea.	Sport-Wick Fleece Hooded Pullover F244 Reg Sweatshirt		
35	Ea.	Port & Company Performance Fleece Crewneck PC590		
25	Ea.	Columbia rain jacket water tight II, hooded		
		Bulk Uniform Needs		
6000	Pr.	Twin City Solid Soccer Socks		
		Sub-Total		
		Shipping		
		9% Tax		
		Total		

If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.

****These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.***

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 24, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-P055R – Athletic Uniform Supplies

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Is the above bid an all or nothing bid?

A-1 The City reserves the right to award all to 1 vendor or award in lots.

Q-2 For the football uniforms, is it correct for 3 numbers to be placed across the back of 2?

A-2 No, it is just 2 numbers.

Q-3 Can you provide a copy of the city logo? Will this be a one color print?

A-3 The logo is included in this addendum. Yes, this will be 1 color.

Q-4 The sponsor: Will it be a one color imprint? Do you have a copy of it?

A-4 If football, it will be one name for the team sponsor. All football uniforms will have 3 logos across the back. City logo, Roper logo and Harris Teeter logo will match color of all print on shirts. Will not be multi-colored.

Q-5 Is there a previous bid tabulation available?

A-5 This is not a bid. This is an RFP and each proposal will be evaluated by a committee based on the criteria set forth in the RFP document.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

RECREATION

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500 Charleston, South Carolina 29401 P) 843-724-7312 F) 843-720-3872 www.charleston-sc.gov

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Charleston Cotton Exchange, Inc	**FEIN/SS#:** 57-0987090
Vendor Address: 1758 Ashley River Road	
City – State – Zip: Charleston, SC 29407	
Telephone Number: 843-763-0740	**Fax Number: 843-556-0570**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? XYes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: Stephanie M Theis **Date:** 10/31/19	**Title: President**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for **Athletic Uniform Supplies**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin Barrett Robinson no later than 1:00pm on October 23, 2019**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charlestonsc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such

notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this

contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and

which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be

compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the

prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor 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 Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract

period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous: use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents

related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the

contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below). ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service. ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 19-P055R	**Proposals will be received until:** November 7, 2019 @ 12:30pm
Proposal Title: Athletic Uniform Supplies	
Mailing Date: Oct. 4, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Charleston Cotton Exchange, Inc.
Company Name
As registered with the IRS

Authorized Signature

1758 Ashley River Road
Correspondence Address

Stephanie M. True
Printed Name

Charleston, SC 29407
City, State, Zip

President
Title

stephanie@cce.sc
Email

843-763-0740
Telephone Number/Toll Free Also (If Available)

1758 Ashley River Road
Remittance Address

843-556-0570
Fax Number

Charleston, SC 29407
City, State, Zip

10/31/19
Date

57-0987090
Federal Tax ID (FEIN)/SS Number

010569565
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?

City of Charleston

MWBE Certification

This is to certify that

The Charleston Cotton Exchange, Inc.

has met the requirements and is a certified minority or woman-owned business enterprise in good standing with the City of Charleston, South Carolina's Minority and Women Business Enterprise Program.

December 14, 2015	0307291398	December 31, 2020
Date of Certification	Certification Number	Expiration Date

MBE Manager

Small & Minority Business Contracting & Certification

Certificate of Woman-Owned Business

THE CHARLESTON COTTON EXCHANGE

located at

CHARLESTON, SOUTH CAROLINA

has been determined to be a

woman-owned business operating in

the State of South Carolina

Director, Office of Small & Minority Business Contracting & Certification

Certification Number: 201958

Date: June 25, 2019

Expiration Date: June 25, 2024

☒ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

   Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or selfinsurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500 Charleston,
SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Charleston Cotton Exchange, Inc.

Signature

10/31/19
Date

Stephanie M. True
Print Name

President
Title

Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of Charleston Cotton Exchange, Inc.
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 10/31/19 Name of Authorized Officer (Print/Type): Stephanie M. True

Signature: Stephanie M True

Title: President

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, Stephanie M. True/President of Charleston Cotton Exchange, Inc. , hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Charleston Cotton Exchange, Inc. – Stephanie M. True	**Minority Firm Address** 1758 Ashley River Road; Charleston, SC 29407
Minority Firm Telephone Number 843-763-0740 **Minority Firm Fax Number** **DBE Certification Number** 0307291398 / 201958	**Minority Group Type** ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification ☒ (Women) ☐ (Hispanic) ☐ (Other)
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number **Minority Firm Fax Number** **DBE Certification Number**	**Minority Group Type** ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification ☐ (Women) ☐ (Hispanic) ☐ (Other)
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number **Minority Firm Fax Number** **DBE Certification Number**	**Minority Group Type** ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ Follow up Verification ☐ (Women) ☐ (Hispanic) ☐ (Other)

4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Asian American) ☐ (American Indian) ☐ (Women) ☐ (Hispanic) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 10/31/19 Name of Authorized Officer (Print/Type): Stephanie M. True

Sworn to before me this 5 day of November, 2019

Notary Public for the State of South Carolina
My Commission Expires: April 6, 2028
Print Name: Therese A. Shrum
Phone Number: 843 860 6646
Address: 1036 Woodside Dr. Charleston SC 29412

Signature: Stephanie M. True

Title: _____

Notary Seal:

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of Charleston Cotton Exchange, Inc. I hereby certify that on the
(Name of Bidder)
Athletic Uniforms -- Solicitation # 19-P055R_____Total Project Amount $ 100%
(Project Name)
I will make a good faith effort to expend a minimum of 100 _% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Charleston Cotton Exchange, Inc 843-763-0740	W		$
			$
			$
			$
			$

			$
			$

Total MBE Participation: 100 % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 10/31/19 Name of Authorized Officer (Print/Type): Stephanie M. True

Signature: Stephanie M True

Title: President

Sworn to before me this 5 day of November, 2019

My Commission Expires: April 6, 2028

Print Name: Therese A. Shrum

Phone Number: 843 860 6646

Address: 1036 Woodside Dr. Charleston, SC 29412

Therese A. Sh

Notary Public for the State of South Carolina

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of Charleston Cotton Exchange, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Athletic Uniforms – Solicitation # 19-P055R

(Name of Project) _____ contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 10/31/19 Name of Authorized Officer (Print/Type): Stephanie M. True

Signature: Stephanie M True

Title: President

Sworn to before me this 5 day of November, 2019
Notary Public for the State of South Carolina
My Commission Expires: April 6, 2028
Print Name: Theresa A. Shrum
Phone Number: 843-860-6646
Address: 1036 Woodside Drive
Charleston, SC 29412

Theresa A Shrum

Notary Seal:

GENERAL INFORMATION

The City of Charleston, South Carolina is soliciting proposals for qualified vendors to provide Athletic Uniform Supplies for our Recreation Department.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

PROCUREMENT PROCESS

The RFP ***(Request for Proposal)*** is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on October 23, 2019.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found.

If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and nonbinding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(November 7, 2019 and 12:30pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and seven (7) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bids should be clearly marked **"19-P055R Athletic Uniform Supplies"** and **submitted in a sealed envelope or box. Please do not put the pricing in the copies. Put it in the Original only (either in an envelope or at the back)**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:30pm on November 7, 2019. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor.**
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Ability to provide items specified in RFP**
- **Provide evidence of work product, ability to meet schedules, cooperation and responsiveness**
- **Firm's Qualifications, Experience and Past Performance of the individuals to provide the services and function as primary resources on the contract**
- **Company History & Stability**
- **Minimum of four (4) similarly sized clients/references (include POC name, company name, address, phone and email address)**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: St. Andrew's Parks & Playground

Address: _1095 Playground Road; Charleston, SC 29407

Phone/Fax: 843-763-4360

Email: __jsingleton@standrewsparks.com_

Name: ___Orange Grove Charter School_

Address: __1225 Orange Branch Road; Charleston, SC 29407

Phone/Fax: ___843-763-1520

Email: __sarah_selvidge@orangegrovecharter.com

Name: ___Charleston Water System

Address: __103 St. Philip Street; Charleston, SC 29403

Phone/Fax: __843-727-6891

Email: __rouserl@charlestoncpw.com

Name: ___Samaritan's Purse___

Address: ___P.O. Box 3000

___Boone, NC 28607

Phone/Fax: __828-278-1382

Email: kvining@samaritan.org

Name: __Charles River Labs___

Address: ___1023 Wappoo Road Suite 43B__

___Charleston, SC 29407___

Phone/Fax: 843-402-4974___

Email: Elizabeth.williams2@crl.com

Scope of Services

The intent of this solicitation is to establish a contract for a company that can offer the ability to provide the City with the items listed in this RFP, as well as a discount on any and all catalog items while offering quality customer service and timely delivery of said items. The City reserves the right to award separate contracts if it is in the best interest of the City.

It will be the Offeror's responsibility to provide the City with an up-to-date price list for the duration of the contract.

The City is requesting that the Offeror provide a reasonable discount on all catalog items (a percentage). This % discount will become a part of the contract and the department will call for a price at that time. The City will not be obligated to purchase from those item if they are able to find it at a lesser cost elsewhere.

While this solicitation specifically covers Athletic Uniforms, Offerors are encouraged to submit an offering on any and all products and services available that they currently perform/provide in their normal course of business.

Bid#: 19-P055R Athletic Uniforms & Supplies **Vendor: __Charleston Cotton Exchange, Inc._**

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Uniform Supplies		
100	Ea.	Alleson/Equivalent Youth Cheerleading V-Shell #C101VY (with team name embroidered on front)	21.60	2,160.00
100	Ea.	Alleson/Equivalent Adult Cheerleading V-Shell #C101V (with team name embroidered on front)	22.50	2,250.00
100	Ea.	Alleson/Equivalent Youth Pleated Skirt #C200Y	28.59	2,859.00
100	Ea.	Alleson/Equivalent Adult Pleated Skirt #C200	29.48	2,948.00
40	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo on back)	4.99	199.60
		Football Uniform Supplies		

530	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	3,312.50
215	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	1,343.75
400	Ea.	50/50 Youth Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	8.25	3,300.00
100	Ea.	50/50 Adult Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	9.25	925.00
400	Ea.	Youth BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
400	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
400	Ea.	Dry-Fit/Badger Youth short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	3,380.00
400	Ea.	Dry-Fit/Badger Youth long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	10.40	4,160.00
100	Ea.	Dry-Fit/Badger Adult short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	845.00
100	Ea.	Dry-Fit/Badger Adult long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	10.95	1,095.00
500	Ea.	Youth Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeeve- Wilson #WTF 8646 Youth or Champro equivalent with proper colors for all teams	20.55	10,275.00
300	Ea.	Adult Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeve - Wilson #WTF 7785 or Champro equivalent with proper colors for all teams	20.55	6,165.00

		Soccer Uniform Supplies		
2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve ad 6" numbers on the back)	7.25	18,415.00
1610	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" number on the back)	7.25	11,672.50
2540	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	9.45	24,003.00

2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	7.25	18,415.00
1610	Ea.	50/50 Adult Gildan/Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	7.25	11,672.50
1610	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	9.45	15,214.50
24	Ea.	Youth Goalie Jersey Hawk Soccer #22661 Short Sleeve (with City logo on front)	19.50	468.00
24	Ea.	Adult Goalie Jersey Hawk Soccer Short Sleeve (with City logo on front)	20.50	492.00
36	Ea.	Youth Scrimmage Jersey (with City logo on front) Champro	7.25	261.00
24	Ea.	Adult Scrimmage Jersey Champro (with city logo on front)	7.25	174.00
		Baseball/Softball Uniform Supplies		
1000	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	6,250.00
700	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	4,375.00
1000	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	8,450.00
700	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor across back (3)and 6" numbers on the back)	8.45	5,915.00
1000	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
700	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
1400	Ea.	Richardson 2/2C Cotton Baseball Caps (with heat transfer)	7.39	10,346.00
175	Ea.	Richardson 2/2C Cotton Baseball Caps (with embroidery)	7.99	1,398.25
200	Ea.	Richardson #414 Mesh Caps –	10.85	2,170.00
150	Ea.	Richardson #740 Mesh Visors (with heat transfer)	11.55	1,732.50
70	Ea.	Richardson #740 Mesh Visors (with embroidery)	12.25	857.50
200	Ea.	OC Sports JM123 mesh two tone hat adult	6.25	1,250.00
100	Ea.	OC Sports JM123 mesh two tone hat adult	6.25	625.00
125	Pr.	Wilson Youth All-Star Baseball Pants full length	N/A	N/A
125	Pr.	Alleson Youth allstar pant full length	9.75	1,218.75
125	Pr.	Wilson adult All-Star Baseball Pants full length	N/A	N/A
125	Pr.	Alleson allstar baseball pant full length	12.45	1,556.25

		Lacrosse Uniforms		
100	Ea.	Youth Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	6.65	665.00
100	Ea.	Adult Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	6.98	698.00
50	Ea.	Youth Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	6.50	325.00
50	Ea.	Adult Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	6.85	342.50
		Basketball Uniforms		
600	Ea.	Youth Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent	12.85	7,710.00
410	Ea.	Adult Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent	13.35	5,473.50
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)	6.25	1,250.00
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)	6.25	1,250.00
200	Ea.	Pro Team Adult Micro Mesh Reversible Jersey #UNF2351 (with City/Sponsor logo on both sides and #s on the back)and additional sponsor print	17.85	3,570.00
12	Pr.	Pro Team Adult Micro Mesh Shorts #UNF2357	8.50	102.00
		Cross Country Uniforms		
30	Ea.	Youth Asici's Hyper tops	8.30	249.00
30	Pr.	Youth Asici's Hyper shorts	11.65	349.50
30	Ea.	Adult Asici's Hyper tops	9.75	292.50
30	Pr.	Adult Asici's Hyper shorts	12.75	382.50
		Adult Uniform Needs		
3000	Ea.	Adult Gildan 6.1 oz. Heavyweight 100% Cotton T-shirt (Various colors w/one color ink printed front & back, some with 6" #s)	6.25	18,750.00
200	Ea.	50/50 Longsleeve Gildan or Hanes Cotton T-shirt (Various colors w/one color ink printed front & back)	6.00	1,200.00
200	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back, some with 6" #s)	7.25	1,450.00
		Staff Uniform Needs		

50	Ea.	Adult Gildan 5.6 oz. Ultra Blend 50/50 Cotton T-shirt (Various colors w/one color ink printed front & back)	6.25	312.50
50	Ea.	50/50 Longsleeve Gildan Ultra Blend T-shirt (Various colors w/one color ink printed front & back)	8.25	412.50
50	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back)	9.98	499.00
100	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Youth BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
35	Ea.	Sport-Wick Fleece Hooded Pullover F244 Reg Sweatshirt	29.75	1,041.25
35	Ea.	Port & Company Performance Fleece Crewneck PC590	21.25	743.75
25	Ea.	Columbia rain jacket water tight II, hooded	75.25	1,881.25
		Bulk Uniform Needs		
6000	Pr.	Twin City Solid Soccer Socks	2.97	17,820.00
		Sub-Total		258,919.35
		Shipping		0.00
		9% Tax		23,302.74
		Total		282,222.09

If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.

****These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.***

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation? ___✓___ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ___✓___ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms? ___✓___ Yes ____ No

4. Did you sign the applicable Affidavit?
   ___✓___ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies? ___X___ Yes ____ No

6. Did you complete and include all pricing sheets?
   ___✓___ Yes ____ No

7. Did you include the required references?
   ___✓___ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested? ____ Yes ____ No

9. Did you include and sign any addenda?
   ___X___ Yes ____ No

10. Did you double check to make sure you have included everything that is requested? ___X___ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 24, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-P055R – Athletic Uniform Supplies

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Is the above bid an all or nothing bid?

A-1 The City reserves the right to award all to 1 vendor or award in lots.

Q-2 For the football uniforms, is it correct for 3 numbers to be placed across the back of 2?

A-2 No, it is just 2 numbers.

Q-3 Can you provide a copy of the city logo? Will this be a one color print?

A-3 The logo is included in this addendum. Yes, this will be 1 color.

Q-4 The sponsor: Will it be a one color imprint? Do you have a copy of it?

A-4 If football, it will be one name for the team sponsor. All football uniforms will have 3 logos across the back. City logo, Roper logo and Harris Teeter logo will match color of all print on shirts. Will not be multi-colored.

Q-5 Is there a previous bid tabulation available?

A-5 This is not a bid. This is an RFP and each proposal will be evaluated by a committee based on the criteria set forth in the RFP document.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Stephanie Mathews
Signature of Acknowledgement

10/31/19
Date

Charleston Cotton Exchange
Company Name

CITY OF CHARLESTON
RECREATION
DEPARTMENT

EXHIBIT E

Bid#: 19-P055R Athletic Uniforms & Supplies Vendor: __Charleston Cotton Exchange, Inc._

QTY	U/M	Description	Unit Price	Total Price
		Cheerleader Uniform Supplies		
100	Ea.	Alleson/Equivalent Youth Cheerleading V-Shell #C101VY (with team name embroidered on front)	21.60	2,160.00
100	Ea.	Alleson/Equivalent Adult Cheerleading V-Shell #C101V (with team name embroidered on front)	22.50	2,250.00
100	Ea.	Alleson/Equivalent Youth Pleated Skirt #C200Y	28.59	2,859.00
100	Ea.	Alleson/Equivalent Adult Pleated Skirt #C200	29.48	2,948.00
40	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo on back)	4.99	199.60
		Football Uniform Supplies		

530	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	3,312.50
215	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	1,343.75
400	Ea.	50/50 Youth Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	8.25	3,300.00
100	Ea.	50/50 Adult Gildan or Hanes Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	9.25	925.00
400	Ea.	Youth BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit Longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
400	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
400	Ea.	Dry-Fit/Badger Youth short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	3,380.00
400	Ea.	Dry-Fit/Badger Youth long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	10.40	4,160.00
100	Ea.	Dry-Fit/Badger Adult short sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	845.00
100	Ea.	Dry-Fit/Badger Adult long sleeve shirt (with City/Sponsor logo across back (3) numbers on the back)	10.95	1,095.00
500	Ea.	Youth Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeeve- Wilson #WTF 8646 Youth or Champro equivalent with proper colors for all teams	20.55	10,275.00
300	Ea.	Adult Champro Jerseys (with City/Sponsor name and # on back and # on front, sponsor logo across back and possibly sleeve - Wilson #WTF 7785 or Champro equivalent with proper colors for all teams	20.55	6,165.00

		Soccer Uniform Supplies		
2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve ad 6" numbers on the back)	7.25	18,415.00
1610	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" number on the back)	7.25	11,672.50
2540	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	9.45	24,003.00

2540	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	7.25	18,415.00
1610	Ea.	50/50 Adult Gildan/Hanes T-shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	7.25	11,672.50
1610	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor on Sleeve and 6" numbers on the back)	9.45	15,214.50
24	Ea.	Youth Goalie Jersey Hawk Soccer #22661 Short Sleeve (with City logo on front)	19.50	468.00
24	Ea.	Adult Goalie Jersey Hawk Soccer Short Sleeve (with City logo on front)	20.50	492.00
36	Ea.	Youth Scrimmage Jersey (with City logo on front) Champro	7.25	261.00
24	Ea.	Adult Scrimmage Jersey Champro (with city logo on front)	7.25	174.00
		Baseball/Softball Uniform Supplies		
1000	Ea.	50/50 Youth Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	6,250.00
700	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3) numbers on the back)	6.25	4,375.00
1000	Ea.	Dry-Fit/Badger Youth or equivalent shirt (with City/Sponsor logo across back (3) numbers on the back)	8.45	8,450.00
700	Ea.	Dry-Fit/Badger Adult or equivalent shirt (with City/Sponsor logo on front and City logo/Sponsor across back (3)and 6" numbers on the back)	8.45	5,915.00
1000	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
700	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
1400	Ea.	Richardson 2/2C Cotton Baseball Caps (with heat transfer)	7.39	10,346.00
175	Ea.	Richardson 2/2C Cotton Baseball Caps (with embroidery)	7.99	1,398.25
200	Ea.	Richardson #414 Mesh Caps –	10.85	2,170.00
150	Ea.	Richardson #740 Mesh Visors (with heat transfer)	11.55	1,732.50
70	Ea.	Richardson #740 Mesh Visors (with embroidery)	12.25	857.50
200	Ea.	OC Sports JM123 mesh two tone hat adult	6.25	1,250.00
100	Ea.	OC Sports JM123 mesh two tone hat adult	6.25	625.00
125	Pr.	Wilson Youth All-Star Baseball Pants full length	N/A	N/A

125	Pr.	Alleson Youth allstar pant full length	9.75	1,218.75
125	Pr.	Wilson adult All-Star Baseball Pants full length	N/A	N/A
125	Pr.	Alleson allstar baseball pant full length	12.45	1,556.25

		Lacrosse Uniforms		
100	Ea.	Youth Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	12.85	1285.00
100	Ea.	Adult Lacrosse Jerseys Boys pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	13.20	1320.00
50	Ea.	Youth Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	12.85	642.50
50	Ea.	Adult Lacrosse Jerseys Girls pinnies/tank tops (not football substitute jerseys) Fit2Win/Badger or equivalent	13.20	660.00
		Basketball Uniforms		
600	Ea.	Youth Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent	12.85	7,710.00
410	Ea.	Adult Mesh Reversible Jersey (with City/Sponsor logo on both sides and #s on the back and additional sponsor print. Alleson or equivalent	13.35	5,473.50
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)	6.25	1,250.00
200	Ea.	50/50 Adult Gildan or Hanes T-shirt (with City/Sponsor logo across back (3)	6.25	1,250.00
200	Ea.	Pro Team Adult Micro Mesh Reversible Jersey #UNF2351 (with City/Sponsor logo on both sides and #s on the back)and additional sponsor print	17.85	3,570.00
12	Pr.	Pro Team Adult Micro Mesh Shorts #UNF2357	8.50	102.00
		Cross Country Uniforms		
30	Ea.	Youth Asici's Hyper tops	8.30	249.00
30	Pr.	Youth Asici's Hyper shorts	11.65	349.50
30	Ea.	Adult Asici's Hyper tops	9.75	292.50
30	Pr.	Adult Asici's Hyper shorts	12.75	382.50
		Adult Uniform Needs		
3000	Ea.	Adult Gildan 6.1 oz. Heavyweight 100% Cotton T-shirt (Various colors w/one color ink printed front & back, some with 6" #s)	6.25	18,750.00
200	Ea.	50/50 Longsleeve Gildan or Hanes Cotton T-shirt (Various colors w/one color ink printed front & back)	6.00	1,200.00
200	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back, some with 6" #s)	7.25	1,450.00
		Staff Uniform Needs		

50	Ea.	Adult Gildan 5.6 oz. Ultra Blend 50/50 Cotton T-shirt (Various colors w/one color ink printed front & back)	6.25	312.50
50	Ea.	50/50 Longsleeve Gildan Ultra Blend T-shirt (Various	8.25	412.50
		colors w/one color ink printed front & back)		
50	Ea.	Performance T-shirt (DryFit) (Various colors w/one color ink printed front & back)	9.98	499.00
100	Ea.	Youth BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit shortsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Youth BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
100	Ea.	Adult BSN Dri Fit longsleeve T-shirt (with City/Sponsor logo across back (3) numbers on the back)	N/A	N/A
35	Ea.	Sport-Wick Fleece Hooded Pullover F244 Reg Sweatshirt	29.75	1,041.25
35	Ea.	Port & Company Performance Fleece Crewneck PC590	21.25	743.75
25	Ea.	Columbia rain jacket water tight II, hooded	75.25	1,881.25
		Bulk Uniform Needs		
6000	Pr.	Twin City Solid Soccer Socks	2.97	17,820.00
		Sub-Total		260,796.35
		Shipping		0.00
		9% Tax		23,471.67
		Total		284,268.02

If shipping charges are to be applied, please give us an estimate overall. All of these items will not be ordered at one time.

****These quantities are estimates. The City reserves the right order more or less depending on the needs of the City.***

3c

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department

SUBJECT: LED STADIUM LIGHTING VOLVO CAR STADIUM AND TENNIS CENTER

REQUEST: Approval to purchase LED Stadium Lighting Design from NGU Sports Lighting, 2401 PGA Blvd., Ste .110, Palm Beach Gardens, FL 33410. TIPS Contract #181101

COMMITTEE OF COUNCIL: Ways & Means DATE: January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Parks Department	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 050874 Account #: 58005 KCM

Balance in Account * Amount needed for this item $187,189.26

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

* will be paid with Hospitality funds

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

INTRODUCTION

We are proud to present this turnkey budget proposal to the City of Charleston for the Volvo Car Stadium and Tennis Center conversion to LED Stadium Lighting using Ephesus Sports Lighting. This replaces any and all proposals previously submitted and should be considered the final proposal. This meets all current provisions under the TIPS Contract #181101.

Volvo Car Stadium and Tennis Center REVISED WITH CORRECTED TAX

NGU Sports Lighting Will Provide the Following Turnkey Project in Cooperation with Super Green Solutions

- 36 Ephesus All Field 750-Watt Sports Lights
- 8 Ephesus All Field RGBA Color Fixtures
- 1 Air Mesh Hub (Includes Dynamic Scenes Firmware Package)
- Commissioning of Fixtures
- Aiming Fixtures
- Delivery to Job Site
- Photometric Lighting Design
- 10-year Complete Fixture and Labor Warranty
- Demolition of all current metal halide fixtures
- Provide and install all necessary labor, materials, and equipment required for a complete replacement of fixtures with 44 LED fixtures
- Utilizing existing power distribution, lighting control system, raceways and wiring
- Install and provide 120VAC to the Air Mesh unit
- Clean and inspect existing power distribution, lighting control, raceways and wiring. ALL additional wiring repairs outside of original scope of work previously submitted to be identified and work performed with change order at time of install as needed and conform to all local/state codes and NEC requirements
- Proper disposal and recycling of existing lamp and fixtures
- All permits, fees and inspections associated with the project are additional
- Includes labor, material, tools and equipment including lifts and aerial equipment to reach poles
- Based on a normal 40-hour work week
- Includes sales or use taxes on lighting fixtures only

LIGHTING FIXTURES	**$ 99.152.00**
LABOR	**$ 79,113.58**
9% SC SALES TAX ON LIGHTING FIXTURES	**$ 8,923.68**
TOTAL PROJECT COST	**$187,189.26**

3d

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg/Wes Chappell **DEPT.** Parks Department

SUBJECT: PEST AND TERMITE SERVICES

REQUEST: Approval to establish a contract for Pest & Termite Services with Palmetto Exterminators, 624 Orleans Road, Charleston, SC 29407. Solicitation #19-P062R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Parks Department	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 170100 Account #: 52206 KCM

Balance in Account $70,000 Amount needed for this item $70,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Pest & Termite Services

Solicitation #19-P062R

Firm	Scores of Scorers					Total Score
Barrier Guard, LLC	80	85	77	85	90	417
Charleston Pest Control	70	70	65	80	89	374
Palmetto Exterminators	85	95	90	95	95	460

Buyer Date

Witness Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND PALMETTO EXTERMINATORS, INC. FOR PEST AND TERMITE SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Palmetto Exterminators, Inc. (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Pest & Termite Services in accordance with Solicitation #19-P062R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #19-P062R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Cost Proposal (Corrected Pest Pricing)

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $70,000.00 (Seventy Thousand Dollars and Zero Cents) be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions.

If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance

coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Palmetto Exterminators, Inc.
Nick Cummings
Branch Manager
624 Orleans Road
Charleston, SC 29407

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of

Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Nick Cummings
Branch Manager
Date: _____

_____
Name

Date: _____

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 19-P062R	**Proposals will be received until:** December 3, 2019 @ 12:30pm
Proposal Title: Pest & Termite Services	
Mailing Date: October 31, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Pest & Termite Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin Barrett Robinson no later than 1:00pm on November 14, 2019**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor 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 Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 19-P062R	**Proposals will be received until:** December 3, 2019 @ 12:30pm
Proposal Title: Pest & Termite Services	
Mailing Date: October 31, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 19-P062R	**Proposals will be received until:** December 3, 2019 @ 12:30pm
Proposal Title: Pest & Termite Services	
Mailing Date: October 31, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount $_____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Agency/Firm Name: _____

Address: _____

Contact Person: _____ **Yrs. of Svc:** _____

Telephone: _____ **Email:** _____

# of Buildings Serviced: _____ **Sq. Footage:** _____

Agency/Firm Name: _____

Address: _____

Contact Person: _____ **Yrs. of Svc:** _____

Telephone: _____ **Email:** _____

# of Buildings Serviced: _____ **Sq. Footage:** _____

Agency/Firm Name: _____

Address: _____

Contact Person: _____ **Yrs. of Svc:** _____

Telephone: _____ Email: _____

# of Buildings Serviced: _____ **Sq. Footage:** _____

Agency/Firm Name: _____

Address: _____

Contact Person: _____ **Yrs. of Svc:** _____

Telephone: _____ **Email:** _____

# of Buildings Serviced: _____ **Sq. Footage:** _____

Agency/Firm Name: _____

Address: _____

Contact Person: _____ **Yrs. of Svc:** _____

Telephone: _____ **Email:** _____

# of Buildings Serviced: _____ **Sq. Footage:** _____

GENERAL INFORMATION

The City of Charleston, South Carolina is soliciting proposals from qualified firms to submit proposals for **Pest & Termite Services**. The company selected will be responsible for providing the City of Charleston with licensed pest & termite services as described in this proposal. The City reserves the right to award in lots if it is in the best interest of the City.

There will be a Non-Mandatory Pre-Proposal Meeting on September 17, 2014 @ 9:30am. The meeting will be held at 823 Meeting Street in Conference Room A.

PROCUREMENT PROCESS

The RFP *(Request for Proposal)* is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett Robinson, City of Charleston, Procurement Division, 75 Calhoun Street Suite 3500, Charleston, South Carolina 29401, or email to:** robinsonr@charleston-sc.gov. ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on November 14, 2019.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(December 3, 2019 @ 12:30pm)* of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and six (6) bound copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or Disc) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below.

It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposals should be clearly marked **"19-P062R – Pest & Termite Services"**
b) All proposals must be submitted in a sealed envelope or a sealed box. All pricing information should be in a separate envelope clearly marked "**Cost Proposal**". The envelope with the Cost Proposal should be paper clipped to the Original document. Please do not put each proposal in a separate envelope. As long as they all are in an envelope or box and it is labeled, **"19-P062R – Pest & Termite Services"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 19-P062R.**
d) Proposals **must be received** in the City's Procurement Office **no later than 12:30pm on December 3, 2019. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. If the Evaluation and Selection Committee requires additional information from the Offerors, that request will come from Procurement.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted or all reasonably-qualified Offerors may be required to come in for an interview/presentation and an on-site inspection.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP. Each response to this RFP will be subject to the same review and assessment process and will be evaluated on the criteria below. Preference will be given to organizations that can provide all of these services under one contract arrangement with single-source invoicing.

1. Ability to provide required services
2. Qualified Trained Staff
3. Qualifications/Prior Experience (Work History)
4. Financial Stability
5. References
6. Cost

Scope of Work

1. Pest Control Services

1. Pest Control Services shall be defined as the proper use of registered and approved insecticides, pesticides, and/or devices used by a licensed pest control provider to eliminate or reduce insect or other pest population. Pest Control Services shall include the inspection and treatment of all pests in or within an agreed upon perimeter of the structure or premises belonging to the City. Services shall include the extermination/removal of flying or crawling insects, rodents, reptiles, other nuisance such as: cockroaches, waterbugs, silverfish, ants, moths, spiders, fleas, mites, bees, wasps, hornets, snakes, or other pests not specifically mentioned, by a certified technician. Pest Control Services shall be performed using the rate schedules listed in this document. Offerors shall notate any exemptions to pest control and provide an hourly rate for specialized services, including a materials list to perform services under Compliance sheets. **Failure to indicate fee schedule or include materials list shall result in Offeror performing all services requested at the rate listed under Compliance sheets.**

2. The City reserves the right to negotiate with the Offeror for the purchase of related pest control services such as extermination of wood borers, bats, birds, etc. not specifically covered herein and to add (or delete) buildings or parts of buildings to (or from) the agreement.

3. The successful Offeror shall be required to perform Pest Control Services on a bi-monthly, monthly or emergency basis. Services shall be performed one time per period stated, as requested or coordinated by City personnel. Such services shall be performed and charged at the rate noted on the price sheets, unless stated otherwise on the compliance sheets. Pest Control Services shall be paid on a yearly basis rather than monthly provided a payment discount is established between the City and the successful Offeror.

4. Offerors shall indicate company's normal hours of operation under Compliance sheets. The City's normal hours of operation are Monday through Friday, 8:00 am to 5:30 pm. Successful Offerors shall perform scheduled services during normal business hours for each location. On occasion, Pest Control Services may be requested on days or at times other than during regular business hours (i.e., after-hours, weekends, or National Holidays) to avoid interruptions or alleviate potential hazards. ***Prices quoted shall reflect all labor, materials, and supplies/devices needed to perform scheduled Pest Control Services.***

5. Successful Offeror shall respond within 2 hours and provide service within 24 hours after notification from City personnel and shall be available to provide emergency services within 3 hours. Successful Offeror shall be required to provide a telephone number for after hours and emergency service calls. Offeror shall also provide 24-hour contact numbers for service technicians.

6. The successful Offeror shall treat all critical interior or exterior areas within an agreed upon perimeter of the structure or premises when performing Pest Control Services as requested by City personnel. These areas include: locker rooms, equipment storage

rooms, janitorial rooms, storage areas, wire closets, restrooms, kitchens, lobbies, office areas, meeting rooms, loading docks, roofs or other areas as needed. Designated areas shall receive intensive preventative treatment for the life of the contract. **Odorless chemicals** shall be used whenever possible, especially if services are performed during City business hours to avoid potential illness or allergic reaction to chemicals used.

7. The successful Offeror shall be responsible for performing legal and proper application of all chemicals used to perform Pest Control Services adhering to Federal Clean Air Act, Title VI-608 Ozone Protection Act requirements, and any other federal, state, or local insecticide and pesticide laws and regulations affecting Pest Control Services.

8. The successful Offeror shall be responsible for ***proper disposal*** of any unused chemicals. **The Offeror shall not store or dispose of any pesticide product on City property.** Offeror shall be required to complete, file, and maintain Pesticide Application and Management reporting and record-keeping paperwork with the City of Charleston. Copies shall be sent to:

City of Charleston Parks Department 823 Meeting Street Charleston, SC 29403 Attn: Mr. Jason Kronsberg	City of Charleston Procurement Division 75 Calhoun Street, Ste. 3500 Charleston, SC 29401 Attn: Ms. Ann Jones

9. The successful Offeror shall keep premises safe, clean and orderly during the course of any services performed. Signage shall be used, as required by OSHA, when spraying is done during business hours. Successful Offeror shall also use traffic control, if needed, when spraying areas that encroach on City rights-of-way. All signage and traffic control shall be removed upon completion of treatment or at the end of each business day.

2. Termite Control Services & Warranties:

A. All treatment shall be performed with Termidor.

B. Full Treatment shall be performed on all structures. No "perimeter plus treatments" are allowed.

C. At time of treatments, a diagram shall be made of the structure documenting the existing conditions of the structure; including the presence or absence of any wood destroying organisms activity and/or damage. Photographs shall be taken documenting the inspection findings.

D. The successful Offeror shall be required to perform Termite Control Services on a bi-annual, annual or emergency basis. Services are to be performed one time per period stated, as requested or coordinated by City personnel. Such services shall be

performed and charged at the rate noted on the price sheets, unless stated otherwise on the compliance sheets.

E. Standards for application shall be current edition of South Carolina Division of Regulatory & Public Service Program Standard 27-1085.

F. Warranties shall cover all species of Subterranean Termites including the Formosan Subterranean Termite.

G. Warranty types "Damage Repair" vs. "Service Only" shall be determined based upon the determination of existing conditions of the structures. Include in the bid a line item for each type of warranty.

H. Warranties shall be renewed annually and include an annual inspection. A detailed written report shall be provided to the owner each year documenting the annual inspection findings.

I. Locations that currently have a termite services agreement will be added to this contract at the time of expiration with their current agreement. (List provided)

3. General Specifications

A. The City shall provide contact person(s) for the various sites being serviced for the City to the awarded Offeror.

B. The City reserves the right to add or delete locations and/or services at its discretion if it is in the best interest of the City. Any additions to the contract will be given at the agreed upon pricing. Any deletions will not be subject to any penalties.

C. The City reserves the right to inspect the work, in whole or in part, of the successful Offeror at any given time.

D. Prices quoted on the pricing page shall reflect all materials, equipment, labor, and all other costs associated with or needed to perform Pest Control and Termite Control Services, unless otherwise indicated by Offeror. Any variance from rate schedule specified shall be noted by Offeror, otherwise, Offeror shall be required to perform services as noted (i.e., hourly rate or linear foot).

E. Successful Offeror(s) agree to abide by and comply with current and applicable federal, state, and local laws, rules, regulations, and ordinances governing Pest Control and Termite Control Services, such as: Environmental Protection Agency (EPA), Occupational Safety Hazards Association (OSHA), and South Carolina Department of Health &Environmental Control (SC DHEC), etc. In addition, the successful Offeror shall ensure that any subcontractor performing under this contract complies with all applicable laws, rules, regulations, and ordinances while performing services under this agreement.

F. Pest Control and Termite Control Services shall be performed to the complete satisfaction of the City. Successful Offeror shall perform any remedial services at no

additional cost to the City, unless otherwise agreed to by each party. Service Technicians shall be fully trained and capable of performing services. Employee turnover shall not impact the City's established rates that have been charged in the past.

G. Offerors shall provide the names of three commercial accounts presently being serviced by their company for Pest Control and Termite Control Services to include the length of time serviced on the attached sheet given. ***Reference checks will be made.***

H. Offeror shall indicate on the Compliance Sheets, the number of years their company has been in business, number of service vehicles available, and number of Service Technicians available to service the City's account if awarded the contract.

I. For the purposes of this Proposal, the Offeror agrees that the term *Scheduled* is defined as work, which has previously been identified and committed to. The term *Unscheduled* is defined as work that has arisen from an unforeseen need, and may be arranged at that time.

J. The Offeror may visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The Offeror shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

K. The failure or omission of the Offeror to receive or examine or document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Offeror of any obligation to perform as specified herein. Offeror understand the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

L. Offeror shall provide documentation of service schedule for each City location to:

City of Charleston Parks Department 823 Meeting Street Charleston, SC 29403 Attn: Mr. Jerry Ebeling	City of Charleston Procurement Division 145 King Street, Ste. 104 Charleston, SC 29401 Attn: Mr. Scott Maxie

M. **Bid Submittals**: The successful Offeror should be required to furnish the following items: **Failure to provide information as requested could result in bid being considered non-responsive.**

(1) Photocopies of All applicable licenses, permits and other documents required by regulatory agencies shall be provided with bid response.

(2) Material Safety Data Sheets (MSDS) for all chemicals proposed for use under this agreement shall be provided ***Prior to Issuance*** of purchase order(s) or commencement of services. **Failure to provide MSDS may result in bid being awarded to next qualified Offeror.** MSDS should be sent to:

City of Charleston Parks Department 823 Meeting Street Charleston, SC 29403 Attn: Mr. Jason Kronsberg	City of Charleston Procurement Division 75 Calhoun Street, Ste. 3500 Charleston, SC 29401 Attn: Ms. Ann Jones

N. **Vendor Qualifications:** The City has established the following requirements.

(1) Company must have achieved, maintained and currently be "Quality Pro Designation" by the National Pest Management Association (NPMA). Provide copy of NPMA certification.

(2) Company must have experience in treating and controlling termites in new and existing structures. Provide a minimum of 5 references.

(3) Company must have experience in treating and controlling all species of Subterranean Termites including the Formosan Subterranean Termites. Provide a minimum of 5 references.

(4) Company shall carry a minimum of $1 million in General Liability Insurance. Offeror must provide a copy of General Liability Insurance.

(5) Provide a copy of company's Clemson Department of Pesticide Regulation (DPR) "Enforcement History" ***for the Tri-County area.***

(6) Company shall be licensed in Category 7A with Clemson DPR. Offeror must provide a copy of license.

Bid # 19-P062R **Vendor** _____

Offeror's Pest Control Services Pricing Page

Dept./Location	Sq. Ft.	Bi-Monthly	Monthly	Quarterly	Yearly
Angel Oak (Gift Shop & Storage) 3688 Angel Oak Rd.	683				
Archives/Records Management 1903 Savannah Hwy.	107				
BFRC 116 Meeting St.	9,715				
Cannon Street Arts Center 134 Cannon St.					
City Tourism, CIO & IT 32 Ann St.	4,600				
City Hall 80 Broad St.	15.995				
City Offices 50 Broad St.	5,000				
Civic Design 85 Calhoun St.	3,680				
DMV, Municipal Court and Traffic & Transportation 180 Lockwood Blvd.	30,700				
Dock Street Theatre 133 Church St.	28,823				
Fire 46 ½ Wentworth St.					
Fire Station #2 & #3 262-264 Meeting St.	12,385				
Fire Station #4 & #15 162 Coming St.	9,746				
Fire Station #5 & #10 1 Nicholson Dr.	9,746				
Fire Station #6 5 Cannon St.	5,592				
Fire Station #7 1173 Ft. Johnson Rd.	5,026				
Fire Station#8 370 Huger St.	3,963				
Fire Station #9 1451 King St. Ext.	19,518				
Fire Station#11 1517 Savannah Hwy.	1,529				
Fire Station #12 1352 Old Towne Rd.	2.897				

Fire Station #13 358 Folly Rd.	1,672				
Fire Station #14 3005 Memorial Dr.					
Fire Station #16 81 Ashley Hall Plantation Rd.	4,065				
Fire Station #17 1830 Bohicket Rd.	5,559				
Fire Station #18 235 Seven Farms Dr.	13,000				
Fire Station #19 1985 Bees Ferry Rd.	7,425				
Fire Station #20 1006 Pinefield Rd.	3,360				
Fire Station #21 1155 Cainhoy Rd.					
Fire Training 1950 Milford St.					
Fleet/Environmental/Stormwater/ Streets 2150 Milford St.	22,403				
Gaillard Auditorium 77 Calhoun St.	270,000				
Gate House Church & Market Streets	75				
Gatekeeper's Booth Anson & Church St.					
Golf Course & Clubhouse 2110 Maybank Hwy.	4,242				
Police Department 180 Lockwood Blvd.	43,292				
Police Forensics 12 Farmfield Ave. Ste. 12C					
Police Forensics 2093 Executive Hall Rd.					
Police 4999-A Jessen Lane	N/A				
Police Radio Shop 1950 Milford St.					
Arthur Christopher (City Gym & Offices) 265 Fishburne St.	24,000				
Bayview Concession Svc. 1045 Ft. Johnson Rd.	2,400				
Bayview Soccer Field 1045 Ft. Johnson Rd.					
Bees Ferry Rec. Center 1580 Ashley Garden Blvd.	19,000				

Boxing Gym Comm. Center 1099 King St.					
Daniel Island Tennis 161 Seven Farms Rd.	10,000				
Deming Playground 5th Avenue 29407	960				
Dereef Park Dereef Court					
Environmental Ed. Tiedemann Park 38 Elizabeth St.	1,551				
Freddy Whaley Center 1810 Doscher St.	1,380				
Governor's Park Concession Stand 165 Fairbanks Dr.					
Greenburg Building 180 Lockwood Blvd.					
Hampton Park Concession Mary Murray Dr.	708				
Hampton Park Gazebo Mary Murray Dr.	1,075				
Hazel Parker Playground 70 East Bay St.					
James Island Recreation Center 1088 Quail Dr.					
Lenevar Playground 1305 Lenevar St.	1,457				
Lowcountry Senior Center 865 Riverland Dr.	10,259				
MLK Pool/Pool house and Martin Park 155 Jackson St.	12,693				
Mall Park 68 Columbus St.	1,250				
Maritime Center 10 Wharfside St.	7,142				
Market Hall N & S Market Sts.	20,057				
Mary Utsey Park 1350 Orange Grove Rd.	1,653				
Maybank Tennis Center 1880 Houghton Dr.	1,163				
Mitchell Park 145 Fishburne St.	1,250				
Moultrie Park Building 41 Ashley Ave.	1,250				
Parks & Playground 1907 A & B Woodland Rd.					

Police Department 180 Lockwood Blvd.					
Recreation Administration & Restrooms 30 Mary Murray Dr.	3,542				
Shaw Center 20 Mary Street	11,454				
St. Julian Devine Community Center 1 Cooper St.	13,140				
Thomas Johnson Playground 1443 Seccessionville Rd.					
WL Stephens Aquatic Center 780 West Oak Dr.	9,718				
West Ashley Park 3601 Mary Ader Dr.					
Willie Gains Playground 1827 Taber Wood					
Tennis Center 19 Farmfield Rd.	2,703				
Old Exchange Building 122 East Bay St.	16,200				
Old Slave Mart 6 Chalmers St.	2,671				
Parking Enforcement 64 Mary St.	282				
Parks Administration 823 Meeting St.	19,440				
Parks 30 Mary Murray Dr.					
Traffic & Transportation Signal 1906 Meeting St.					
Woodland Rd. Unit B 1907-B Woodland Rd.	2,100				
Total					

Offeror's Rodent Stations Pricing Page

Rodent Stations	Purchase Price	Lease Price

Offeror's Termite Control Services Pricing Page

Services	Unit Price	Total Price
Service Call/Inspection Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		
Pre-Treatment Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		
Full Treatment Services with Inspection (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		
Annual Termite Inspection Fee (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		
Emergency Inspection, No Treatment Performed (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		
Emergency Termite Treatment and Inspection (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		
Termite Bond for 1 year		
Total		

Termite Locations Detailed Pricing Sheet

Dept./Location	Sq. Ft.	Initial	Yearly
Angel Oak Gift Shop 3688 Angel Oak Rd.	683		
Angel Oak Storage 3688 Angel Oak Rd.	107		
Bees Ferry Rec Center 1580 Ashley Garden Blvd.	19,000		
BFRC 116 Meeting St.	9,715		
Camden Bus Shed 375 Meeting St.	27,428		
City Hall 80 Broad St.	15,995		
City Offices 50 Broad St.	5,000		
Civic Design Center 85 Calhoun St.	3,680		
Daniel Island Tennis Center 161 Seven Farms Rd.	10,000		
Daughters of the Conf/Market Hall Meeting & Market St.	5,832		
Deming Playground 5th Ave.	960		
Dereef Park Dereef Court			
Dock St. Theatre 133 Church St.	28,823		
Environmental Ed. Tiedemann Park 38 Elizabeth St.	1,551		
Fire Station #2 & #3 262-264 Meeting St.	2,300 ln. ft.		
Fire Station #4 & #15 162 Coming St.	9,746		
Fire Station #5 & #10 1 Nicholson Dr.	9,746		
Fire Station #6 5 Cannon St.	5,592		
Fire Station #7 1173 Ft. Johnson Rd.	5,026		
Fire Station #8 370 Huger St.	3,963		
Fire Station #11 1517 Savannah Hwy.	1,529		
Fire Station #13 358 Folly Rd.	1,672		

Fire Station #16 81 Ashley Hall Plantation Rd.	4,065		
Fire Station #17 1830 Bohicket Rd.	5,559		
Fire Station #18 235 Seven Farms Dr.	13,000		
Fleet/Environmental/Stormwater/Streets 2150 Milford St.	22,403		
Forest Park Playground 780 Playground Rd.	1,500		
Freddy Whaley Center 1810 Doscher St.	1,380		
Freddy Whaley CC Storage Doscher St.	150		
Gate House Church & Market Streets	75		
Golf Course & Clubhouse 2110 Maybank Hwy.	4,242		
Greenburg Building 180 Lockwood Blvd.			
Hampton Park Concession Mary Murray Dr.	708		
Hampton Park Gazebo Mary Murray Dr.	1,075		
Hampton Park Greenhouse Mary Murray Dr.	1,500		
Hampton Park Ladies' Restroom 30 Mary Murray Dr.	150		
Hampton Park Men's Restroom 30 Mary Murray Dr.	150		
Hampton Park Old Superintendents Home 34 Mary Murray Dr.	3,235		
Hampton Park Hay Barn 32 Mary Murray Dr.	258		
Hampton Park Stable 32 Mary Murray Dr.	3,200		
Hazel Parker Playground 70 East Bay St.	3,242		
Jack Adams Tennis Congress St.	254		
James Island Concession Hay Rd.	573		
James Island Restrooms Hay Rd.	554		
James Island RC Picnic Area Hay Rd.	100		
James Island Rec. Center Concessions 1088 Quail Dr.	573		

James Island RC Restroom 1088 Quail Dr.	554		
James Island RC Score Booth 1088 Quail Dr.	200		
Lenevar Playground 1305 Lenevar St.	1,457		
Lowcountry Senior Center 865 Riverland Dr.	10,259		
Mall Park 68 Columbus St.	1,250		
Mary Utsey Park 1350 Orange Grove Rd.	1,500		
Maybank Tennis 1880 Houghton St.	1,163		
McMahon Playground 5 Cleveland St.	1,250		
Mitchell Park 145 Fishburne St.	1,250		
MLK Pool 155 Jackson St.	2,135		
Moultrie Playground 41 Ashley Ave.	1,250		
Old Slave Mart 6 Chalmers St.	2,671		
Parks Administration 823 Meeting St.	19,440		
Parkshore Restrooms Poston Rd.	240		
Randolf Park Pearlott St.	576		
Police Department 180 Lockwood Blvd.			
Shaw Center 20 Mary St.	11,454		
St. Julian Devine			
Tennis Center 19 Farmfield Rd.	2,703		
Visitors' Center 375 Meeting St.	16,000		
Westchester Park 1410 Secessionville Rd.	1,698		
WL Stephens Aquatic Center 780 West Oak Dr.	9,718		
Woodland Rd. Unit B 1907-B Woodland Rd.	2,100		
Total			

Warranty Type	Unit Price	Total Price

** List types of warranties available as mentioned #2J (Termite Control Services & Warranties)*

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: November 14, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-P062R – Pest & Termite Services Addendum 1 Q&A

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 Is there a Pre-Bid Conference for this RFP?

A-1 There was not a Pre-Bid Conference for this RFP.

Q-2 Is there a prior price for these services?

A-2 The existing contract is not to exceed $70,000.00 per year.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #2 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: November 20, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-P062R – Pest & Termite Services Addendum 1 Q&A

This addendum #2 to the solicitation is being made for the following reasons:

These questions came in before the deadline and were inadvertently omitted.

Q-1 Can you provide current contract prices?

A-1 The existing contract is not to exceed $70,000.00 per year.

Q-2 Will treatments of bed bugs be handled and negotiated per each case?

A-2 Yes.

Q-3 Should warranty pricing for Subterranean and Formosan termites be one price or will it be negotiable between the two parties?

A-3 One price.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

Palmetto Exterminators

19-P062R – Pest and Termite Services

December 3, 2019

City of Charleston Procurement Division
75 Calhoun St. Suite 3500
Charleston, SC 29401
Attn: 19-P062R

Dear City of Charleston Procurement Division,

This is Palmetto Exterminator's official Proposal for the Pest and Termite Services for 2020 and beyond. Palmetto Exterminators has served the City of Charleston for Pest Control and Termite Control for decades and would like to continue that relationship. We have information concerning both the termite and pest control agreements and services that we want to make known as part of the bid.

Termite:

Since Palmetto Exterminators has had these properties covered for multiple years, we do not have to completely retreat the structures every year. Instead we perform routine retreatments through the yearly coverage periods with what we call 'booster treatments'. This proposal is to continue the coverage and the routine treatments that are completed on the buildings under the current contract that the City of Charleston has with Palmetto Exterminators. There are only a few buildings on the list that was given for termite control which Palmetto Exterminators does not already have under warranty. These buildings are clearly marked in the Cost Proposal for termite control and will require a full treatment. The buildings that are currently and have been under coverage will continue with the current protocols that we have in place for retreatment.

December 3, 2019

Pest Control:

Very similar to termite control, there are only a few buildings that Palmetto Exterminators are not familiar with. The buildings that were added to the agreement in 2019 and those started with the 2020 agreement are listed in the cost proposal for Pest Control and itemized by building.

The chemicals that we use are all registered with the EPA and are only applied by technicians licensed in the state of South Carolina. Our technicians undergo detailed training in order to offer the best service. Palmetto Exterminators has the ability to and necessary assets to meet all requirements of the Solicitation.

We wish to continue the long relationship with the City of Charleston. If there are any questions concerning the proposal for services please feel free to reach out to me nickc@palmettoexterminators.net or our office manager Alexander Moore at alexanderm@palmettoexterminators.net directly.

Nick Cummings

Branch Manager – Charleston Office

843-531-968

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 19-P062R	**Proposals will be received until:** December 3, 2019 @ 12:30pm
Proposal Title: Pest & Termite Services	
Mailing Date: October 31, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Palmetto Exterminators	**FEIN/SS#:** 57-0637728
Vendor Address: 624 Orleans Rd	
City – State – Zip: Charleston - SC - 29407	
Telephone Number: 843-766-9701	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☑ No If so, please provide a copy of your certificate with your response	
Authorized Signature: [signature] **Date:** 12/2/2019	**Title:** Branch Manager - Charleston

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Pest & Termite Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal 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. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

Proposal Number: 19-P062R	**Proposals will be received until:** December 3, 2019 @ 12:30pm
Proposal Title: Pest & Termite Services	
Mailing Date: October 31, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Palmetto Exterminators Inc
Company Name
As registered with the IRS

[signature]
Authorized Signature

624 Orleans Rd
Correspondence Address

Nick Cummings
Printed Name

Charleston, S.C. 29407
City, State, Zip

Branch Manager - Charleston
Title

Email

843-766-9701
Telephone Number Toll Free Also (If Available)

624 Orleans Rd
Remittance Address

843-766-5012
Fax Number

Charleston, S.C. 29407
City, State, Zip

12/2/2019
Date

57-0637728
Federal Tax ID (FEIN)/SS Number

010896275
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☒ No
If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☑ **Affidavit C** – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Palmetto Exterminators Inc

Signature

Date 12/2/2019

Nick Cummings
Print Name

Branch Manager Charleston
Title

Alexandra Cook
Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of Palmetto Exterminators Inc
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Pest and Termite Services 19-P062R contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 12/3/19 Name of Authorized Officer (Print/Type): Nick Cummings

Signature:

Title: Branch Manager - Charleston

Sworn to before me this 3rd day of December, 2019
Notary Public for the State of South Carolina
My Commission Expires: 8-12-2021
Print Name: Tara H Snyder
Phone Number: 843.830.2849
Address: PO Box 32442
Charleston SC 29417

Notary Seal:

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Agency/Firm Name: City of Charleston
Address: 75 Calhoun St
Contact Person: Ms. Robinson **Yrs. of Svc:** 10+
Telephone: _____ **Email:** _____
# of Buildings Serviced: 50+ **Sq. Footage:** 100,000+

Agency/Firm Name: City of Charleston Housing Authority
Address: 550 Meeting St.
Contact Person: Priscilla Lee **Yrs. of Svc:** 10+
Telephone: N/A **Email:** pml@chacity.org
# of Buildings Serviced: 150+ **Sq. Footage:** 100,000

Agency/Firm Name: City of Hanahan
Address: 1255 Yeaman's Hall Rd
Contact Person: Katherine Farias **Yrs. of Svc:** 2+
Telephone: N/A **Email:** kfarias@cityofhanahan.com
# of Buildings Serviced: 10 **Sq. Footage:** 10,000+

Agency/Firm Name: Cigar Factory c/o Lee & Associates
Address: 701 E bay St
Contact Person: Ms. Harper **Yrs. of Svc:** 5+
Telephone: N/A **Email:** mharper@Lee-associates.com
# of Buildings Serviced: 3 **Sq. Footage:** 15,000+

Agency/Firm Name: Palms Associates - The Islands
Address: 1150 Aruba Circle
Contact Person: Becky Ehrhardt **Yrs. of Svc:** 5+
Telephone: N/A **Email:** islands@palms.net
# of Buildings Serviced: 40+ **Sq. Footage:** 50,000+

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Palmetto Exterminators Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
624 Orleans Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Charleston, SC 29407

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 7 – 0 6 3 7 7 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Palmetto Exterminators Inc
DBA: Palmetto Exterminators Inc
PO BOX 30325
CHARLESTON, SC 29407

DATE OF ISSUE		
MO	DAY	YEAR
1	25	2019

— CLASS —
3 - 561710

2019

LICENSE #	7013

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE

Amy K. Wharton

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

SOUTH CAROLINA

2019

PEST CONTROL OPERATOR BUSINESS LICENSE

№ 23016

B0001531

December 31, 2019

PALMETTO EXTERMINATORS INC
PO BOX 30325
CHARLESTON, SC 29417

Palmetto Exterminators

19-P062R – Pest and Termite Services

Cost Proposal

PALMETTO
Exterminators
Inc.

City of Charleston Annual Pest Control
Account Number 01-0019198

	Dept/ Location		Monthly	Quarterly	Yearly TOTAL	Discount	Total with Savings
	Angel Oak Gift Shop& Storage	3688 Angel Oak Rd		$ 62.00	$ 248.00	5%	$ 235.60
New This Year	Archives/Records Management	1903 Savannah Hwy	$ 15.00		$ 180.00	5%	$ 171.00
	Arthur Christopher (City Gym & Offices)	265 Fishburn St		$ 153.00	$ 612.00	5%	$ 581.40
	Bayview Concession Svc.	1045 Fort Johnson Rd	$ 25.00		$ 300.00	5%	$ 285.00
	Bayview Soccer field	1045 Fort Johnson Rd		$ 20.00	$ 80.00	5%	$ 76.00
	Bees Ferry Rec Center	1580 Ashley Garden Blvd		$ 139.00	$ 556.00	5%	$ 528.20
	BFRC	116 Meeting St.		$ 68.00	$ 272.00	5%	$ 258.40
	Boxing Gym - Community Center	1099 King St		$ 85.00	$ 340.00	5%	$ 323.00
	Cannon Street Arts Center		$145		$ 1,740.00	5%	$ 1,653.00
	City Hall	80 Broad St.	$ 50.00		$ 600.00	5%	$ 570.00
	City Offices	50 Broad St.		$ 62.00	$ 248.00	5%	$ 235.60
New This Year	City Tourism, CIO & IT	32 Ann St		$ 62.00	$ 248.00	5%	$ 235.60
	Civic Design	85 Calhoun St.		$ 62.00	$ 248.00	5%	$ 235.60
	Crime Scene Unit	1023 Wappoo Rd		$ 85.00	$ 340.00	5%	$ 323.00
	Daniel Island Tennis	161 Seven Farms Rd.		$ 75.00	$ 300.00	5%	$ 285.00
New This Year	Dereef Park	Dereef Court		$ 82.00	$ 74.00	5%	$ 70.30
	Deming Playground	5th Ave		$ 68.00	$ 272.00	5%	$ 258.40
	DMV, Municipal Court, Traffic & Transportation	180 Lockwood Blvd		$ 379.00	$ 1,516.00	5%	$ 1,440.20
	Dock Street Theatre	133 Church St.	$ 94.00		$ 1,128.00	5%	$ 1,071.60
	Enviromental Ed. Tiedemann Park	38 Elizabeth St.		$ 70.00	$ 280.00	5%	$ 266.00
	Farmfield Tennis Center	19 Farmfield Rd.		$ 38.00	$ 152.00	5%	$ 144.40
	Fire Logistics	1950 Milford St.		$ 150.00	$ 600.00	5%	$ 570.00
	Fire Station	46 1/2 Wentworth St.		$ 75.00	$ 300.00	5%	$ 285.00
	Fire Station #2	262 Meeting St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #3	264 Meeting St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #4 & #15	162 Coming St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #5 & #10	1 Nicholson Dr.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #6	5 Cannon St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #7	1173 Ft. Johnson Rd.		$ 68.00	$ 272.00	5%	$ 258.40
	Fire Station #8	370 Huger St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #9	1451 King St Ext		$ 95.00	$ 380.00	5%	$ 361.00
	Fire Station #11	1517 Savannah Hwy.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #12	1352 Olde Towne Rd.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #13	358 Folly Rd.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #14	3005 Memorial Drive		$ 165.00	$ 660.00	5%	$ 627.00

	Fire Station #16	81 Ashley Hall Plantation Rd.		$ 68.00	$ 272.00	5%	$ 258.40
	Fire Station #17	1830 Bohicket Rd.		$ 68.00	$ 272.00	5%	$ 258.40
	Fire Station #18	235 Seven Farms Dr.		$ 74.00	$ 296.00	5%	$ 281.20
	Fire Station #19	1985 Bees Ferry Rd.		$ 70.00	$ 280.00	5%	$ 266.00
	Fire Station #20	1006 Pinefield Rd.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #21	1155 Cainhoy Rd		$ 125.00	$ 500.00	5%	$ 475.00
	Fire Training & Tower	2156 Milford St		$ 62.00	$ 248.00	5%	$ 235.60
	Fleet/Environmental/Stormwater/Streets	2150 Milford St.		$ 197.00	$ 788.00	5%	$ 748.60
	Rodent	2150 Milford St	$ 250.00		$ 3,000.00	5%	$ 2,850.00
	Freddy Whaley Center	1810 Doscher St		$ 68.00	$ 272.00	5%	$ 258.40
	Gaillard Auditorium	77 Calhoun St	$ 315.00		$ 3,780.00	5%	$ 3,591.00
	Gate House	Church & Market		$ 5.00	$ 20.00	5%	$ 19.00
	Gatekeeper's Booth	Anson/Church St		$ 5.00	$ 20.00	5%	$ 19.00
	Golf Course & Clubhouse	2110 Maybank Hwy.	$ 42.00		$ 504.00	5%	$ 478.80
	Governors Park Concession	165 Fairbanks Oak Alley		$ 65.00	$ 260.00	5%	$ 247.00
	Hampton Park Concession	Mary Murray Dr.		$ 30.00	$ 120.00	5%	$ 114.00
	Hampton Park Gazebo	Mary Murray Dr.		$ 30.00	$ 120.00	5%	$ 114.00
	Hazel Parker Playground	70 East Bay St.		$ 50.00	$ 200.00	5%	$ 190.00
	James Island Recreation Center	1088 Quail Dr.	$ 25.00		$ 300.00	5%	$ 285.00
	Law Enforcement	3545 Mary Ader St		$ 145.00	$ 580.00	5%	$ 551.00
	Lenevar Playground	1305 Lenevar St.		$ 30.00	$ 120.00	5%	$ 114.00
	Mall Park	68 Columbus St		$ 20.00	$ 80.00	5%	$ 76.00
	Maritime Center	10 Wharfside St.	$ 35.00		$ 420.00	5%	$ 399.00
	Market Hall	N & S Market St.		$ 72.00	$ 288.00	5%	$ 273.60
	Mary Utsey Park	1350 Orange Grove Rd.	$ 21.00		$ 252.00	5%	$ 239.40
	Maybank Tennis Center	1880 Houghton Dr.		$ 75.00	$ 300.00	5%	$ 285.00
	Mitchell Park	145 Fishburne St.		$ 40.00	$ 160.00	5%	$ 152.00
	MLK Pool/Pool house & Martin Park	155 Jackson St.		$ 92.00	$ 368.00	5%	$ 349.60
	Moultrie Building/Park	41 Ashley Ave.		$ 68.00	$ 272.00	5%	$ 258.40
	Old Exchange Building	122 East Bay St.		$ 144.00	$ 576.00	5%	$ 547.20
	Old Slave Mart	6 Chalmers St		$ 30.00	$ 120.00	5%	$ 114.00
	Parking Enforcement	64 Mary St.		$ 62.00	$ 248.00	5%	$ 235.60
	Parks Adminstration	823 Meeting St.		$ 92.00	$ 368.00	5%	$ 349.60
	Parks & Playgrounds Office	1907 A &B Woodland Rd		$ 100.00	$ 400.00	5%	$ 380.00
	Police Department	62 Brigade St Bldg F		$ 75.00	$ 300.00	5%	$ 285.00
	Police Department	62 Brigade St Bldg G		$ 68.00	$ 272.00	5%	$ 258.40
	Police Department	180 Lockwood Blvd.		$ 75.00	$ 300.00	5%	$ 285.00
	Police Dept. Special Investigation Unit	499-A Jessen Ln.		$ 62.00	$ 248.00	5%	$ 235.60
New This Year	Police Forensics	12 Farmfield Ave Ste. 12C		$ 58.00	$ 232.00	5%	$ 220.40

New This Year	Police Forensics	2093 Executive Hall Rd		$ 145.00	$ 580.00	5%	$	551.00
	Recreation Adminstration & Restrooms	30 Mary Murray Dr		$ 72.00	$ 288.00	5%	$	273.60
	Shaw Center	20 Mary St		$ 84.00	$ 336.00	5%	$	319.20
	St. Julian Devine Community Center	1 Cooper St	$ 80.00		$ 960.00	5%	$	912.00
	Thomas Johnson Playground	1443 Secessionville Rd		$ 72.00	$ 288.00	5%	$	273.60
	Traffic & Transportation - Satellite Warehouse	1906 Meeting Street Rd	$ 90.00		$ 1,080.00	5%	$	1,026.00
	Visitor's Center	375 Meeting St		$ 72.00	$ 288.00	5%	$	273.60
	West Ashley Park	3601 Mary Ader Dr.		$ 30.00	$ 120.00	5%	$	114.00
	Willie Gaines Playground	1827 Taberwood		$ 35.00	$ 140.00	5%	$	133.00
	WL Stephens Aquatic Center	780 West Oak Dr.		$ 55.00	$ 220.00	5%	$	209.00
	Totals				**$ 35,882.00**	5%	**$**	**34,087.90**

Palmetto Exterminators

19-P062R – Pest and Termite Services

Cost Proposal

PALMETTO
Exterminators
Inc.

City of Charleston Termite Renewals

Account #	Department	Address	January 2020 Renewal Amount	Annual Renewal Fee 2021 forward
76546				
	Angel Oak Gift Shop/Storage	3688 Angel Oak Rd.	$165.00	$165.00
	Bees Ferry Rec Center	1580 Ashley Garden Blvd	$384.00	$384.00
	BFRC	116 Meeting St.	$492.00	$492.00
	Boxing Gym	1099 King Street	$174.00	$174.00
	City Hall	80 Broad St.	$310.00	$310.00
	City Offices	50 Broad St.	$350.00	$350.00
	Civic Design Center	85 Calhoun St.	$340.00	$340.00
	Daughters of the Conf/ Market Hall	Meeting & Market	$315.00	$315.00
	Deming Playground	5th Ave	$230.00	$230.00
	Dock Street Theater	133 Church St.	$552.00	$552.00
	Environmental Education Tiedemann Park	38 Elizabeth St.	$236.00	$236.00
New to agreement	Greenburg Building	180 Lockwood Blvd	$2,800.00	$682.00
	Fire Station #11	1517 Savannah Hwy.	$217.00	$217.00
	Fire Station #16	81 Ashley Hall Plantation Rd.	$335.00	$335.00
	Fire Station #18	235 Seven Farms Road	$287.00	$287.00
	Fire Station #2	263 Meeting St	$197.00	$197.00
	Fires Station #3	262 Meeting St	$197.00	$197.00
	Fire Station #4/#15	162 Coming St.	$492.00	$492.00
	Fire Station #5/#10	1 Nicholson Drive	$491.00	$491.00
	Fire Station #6	5 Cannon St.	$262.00	$262.00
	Fire Station #8	370 Huger St.	$330.00	$330.00
	Firestation Headquarters	46 1/2 Wentworth	$389.00	$389.00
	Flagship 2 Bldg 1	475 E Bay St	$334.00	$334.00
	Fleet/Environmental/Stormwater/Streets	2150 Milford	$653.00	$653.00
	Forest Park Playground	780 Playground Rd.	$192.00	$192.00
	Fred Whaley Community Center & Storage	1810 Doscher St.	$272.00	$272.00
	Greenhouse	30 Mary Murray Dr.	$230.00	$230.00

	Hampton Park Gazebo	Mary Murray Dr.	$250.00	$250.00
	Hampton Park Stable/Hay Barn	32 Mary Murray Dr.	$318.00	$318.00
	Hazel Parker Bldg	70 East Bay St.	$330.00	$330.00
	Jack Adams Tennis Center	Congress	$122.00	$122.00
	JIRC Picnic Area	Hay Road	$100.00	$100.00
	JIRC Score Booth	1088 Quail Dr.	$53.00	$53.00
	Lenevar Playground Restrooms	1305 S Lenevar Dr.	$192.00	$192.00
	Mall Park	68 Columbus St.	$192.00	$192.00
	Martin Park	155 Jackson St.	$154.00	$154.00
	Mary Utsey Park - Park House	1350 Orange Grove Rd.	$192.00	$192.00
	Maybank Tennis Center	1880 Houghton Dr.	$192.00	$192.00
	McMahon Playground	55 Cleveland	$192.00	$192.00
	Mitchell Playground	145 Fishburne St.	$192.00	$192.00
	MLK Pool House	155 Jackson St.	$290.00	$290.00
	Moultrie Playground	41 Ashley	$192.00	$192.00
	Old Slave Mart	6 Chalmers St.	$252.00	$252.00
	Old Superintendants Home	34 Mary Murray Dr.	$240.00	$240.00
	Parks Administration Bldg	823 Meeting St.	$390.00	$390.00
	Parkshore Restroom/Shelter	Windsor Rd	$105.00	$105.00
	Police Department	180 Lockwood Blvd	$3,995.00	$542.00
	Shaw Center	20 Mary St.	$344.00	$344.00
	St. Julian Divine	1 Cooper St	$1,950.00	$260.00
	Visitor Center	375 Meeting St.	$372.00	$372.00
	Westchecter Park	1410 Secessionville Rd	$192.00	$192.00
	WL Stephens Aquatic	780 Playground Rd.	$242.00	$242.00
	Woodland Road Unit B	1907 B Woodland	$260.00	$260.00
		Sub- Total	**$22,529.00**	**$15,268.00**

80104	Camden Bus Shed	375 Meeting St.	$192.00	$192.00
	Charleston Tennis Center	19 Farmfield Ave.	$217.00	$217.00

	Daniel Island Tennis Center	161 Seven Farms Rd.	$522.00	$522.00
New to agreement	Dereef Park	Dereef Court	$1,000.00	$284.00
	Fire Station #13	358 Folly Rd.	$217.00	$217.00
	Fire Station #17	1830 Bohicket Rd.	$355.00	$355.00
	Fire Station #7	1173 Ft. Johnson Rd.	$350.00	$350.00
	Gate House	Church & Market St.	$67.00	$67.00
	Golf Course & Clubhouse	2110 Maybank Hwy.	$340.00	$340.00
	Hampton Park Concession	Mary Murray Dr.	$192.00	$192.00
	JI Conncesstion	Hay Road	$192.00	$192.00
	JI Restrooms	Hay Road	$192.00	$192.00
	JIRC Concessions	1088 Quail Dr.	$192.00	$192.00
	JIRC Restroom	1088 Quail Dr.	$192.00	$192.00
	Lowcountry Senior Center	865 Riverland Dr.	$492.00	$492.00
	Parks (Ladies' & Men's Restroom too)	30 Mary Murray Dr.	$86.00	$86.00
	Woodland Road Prop	1907 Woodland Road	$242.00	$242.00
		Sub-Total		**$4,324.00**
		Grand Total	**$27,569.00**	**$19,592.00**

*building at Randolph Park was torn down

Offeror's Termite Control Services Pricing Page

Services	Unit Price	Total Price
Service Call/Inspection Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Pre-Treatment Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		Per building to be treated
Full Treatment Services with Inspection (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Annual Termite Inspection Fee (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Emergency Inspection, No Treatment Performed (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		No extra cost
Emergency Termite Treatment and Inspection (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		No extra cost
Termite Bond for 1 year		Intermite
		proposal
Total		

EXHIBIT E

Palmetto Exterminators

19-P062R – Pest and Termite Services

Cost Proposal

PALMETTO
Exterminators
Inc.

City of Charleston Annual Pest Control

Account Number 01-0019198

	Dept/ Location		Monthly	Quarterly	Yearly TOTAL	Discount	Total with Savings
	Angel Oak Gift Shop& Storage	3688 Angel Oak Rd		$ 62.00	$ 248.00	5%	$ 235.60
	Arthur Christopher (City Gym & Offices)	265 Fishburn St		$ 153.00	$ 612.00	5%	$ 581.40
	Bayview Concession Svc.	1045 Fort Johnson Rd	$ 25.00		$ 300.00	5%	$ 285.00
	Bayview Soccer field	1045 Fort Johnson Rd		$ 20.00	$ 80.00	5%	$ 76.00
	Bees Ferry Rec Center	1580 Ashley Garden Blvd		$ 139.00	$ 556.00	5%	$ 528.20
	BFRC	116 Meeting St.		$ 68.00	$ 272.00	5%	$ 258.40
	Boxing Gym - Community Center	1099 King St		$ 85.00	$ 340.00	5%	$ 323.00
	Cannon Street Arts Center	134 Cannon	$145		$ 1,740.00	5%	$ 1,653.00
	City Hall	80 Broad St.	$ 50.00		$ 600.00	5%	$ 570.00
	City Offices	50 Broad St.		$ 62.00	$ 248.00	5%	$ 235.60
	Civic Design	85 Calhoun St.		$ 62.00	$ 248.00	5%	$ 235.60
	Crime Scene Unit	1023 Wappoo Rd		$ 85.00	$ 340.00	5%	$ 323.00
	Daniel Island Tennis	161 Seven Farms Rd.		$ 75.00	$ 300.00	5%	$ 285.00
New This Year	Dereef Park	Dereef Court		$ 82.00	$ 74.00	5%	$ 70.30
	Deming Playground	5th Ave		$ 68.00	$ 272.00	5%	$ 258.40
	DMV, Municipal Court, Traffic & Transportation	180 Lockwood Blvd		$ 379.00	$ 1,516.00	5%	$ 1,440.20
	Dock Street Theatre	133 Church St.	$ 94.00		$ 1,128.00	5%	$ 1,071.60
	Enviromental Ed. Tiedemann Park	38 Elizabeth St.		$ 70.00	$ 280.00	5%	$ 266.00
	Farmfield Tennis Center	19 Farmfield Rd.		$ 38.00	$ 152.00	5%	$ 144.40
	Fire Logistics	1950 Milford St.		$ 150.00	$ 600.00	5%	$ 570.00
	Fire Station	46 1/2 Wentworth St.		$ 75.00	$ 300.00	5%	$ 285.00
	Fire Station #2	262 Meeting St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #3	264 Meeting St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #4 & #15	162 Coming St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #5 & #10	1 Nicholson Dr.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #6	5 Cannon St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #7	1173 Ft. Johnson Rd.		$ 68.00	$ 272.00	5%	$ 258.40
	Fire Station #8	370 Huger St.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #9	1451 King St Ext		$ 95.00	$ 380.00	5%	$ 361.00
	Fire Station #11	1517 Savannah Hwy.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #12	1352 Olde Towne Rd.		$ 62.00	$ 248.00	5%	$ 235.60
	Fire Station #13	358 Folly Rd.		$ 62.00	$ 248.00	5%	$ 235.60

Fire Station #14	3005 Memorial Drive		$ 165.00	$ 660.00	5%	$	627.00
Fire Station #16	81 Ashley Hall Plantation Rd.		$ 68.00	$ 272.00	5%	$	258.40
Fire Station #17	1830 Bohicket Rd.		$ 68.00	$ 272.00	5%	$	258.40
Fire Station #18	235 Seven Farms Dr.		$ 74.00	$ 296.00	5%	$	281.20
Fire Station #19	1985 Bees Ferry Rd.		$ 70.00	$ 280.00	5%	$	266.00
Fire Station #20	1006 Pinefield Rd.		$ 62.00	$ 248.00	5%	$	235.60
Fire Station #21	1155 Cainhoy Rd		$ 125.00	$ 500.00	5%	$	475.00
Fire Training & Tower	2156 Milford St		$ 62.00	$ 248.00	5%	$	235.60
Fleet/Environmental/Stormwater/Streets	2150 Milford St.		$ 197.00	$ 788.00	5%	$	748.60
Rodent	2150 Milford St	$ 250.00		$ 3,000.00	5%	$	2,850.00
Freddy Whaley Center	1810 Doscher St		$ 68.00	$ 272.00	5%	$	258.40
Gaillard Auditorium	95 Calhoun St	$ 315.00		$ 3,780.00	5%	$	3,591.00
Gate House	Church & Market		$ 5.00	$ 20.00	5%	$	19.00
Gatekeeper's Booth	Anson/Church St		$ 5.00	$ 20.00	5%	$	19.00
Golf Course & Clubhouse	2110 Maybank Hwy.	$ 42.00		$ 504.00	5%	$	478.80
Governors Park Concession	165 Fairbanks Oak Alley		$ 65.00	$ 260.00	5%	$	247.00
Hampton Park Concession	Mary Murray Dr.		$ 30.00	$ 120.00	5%	$	114.00
Hampton Park Gazebo	Mary Murray Dr.		$ 30.00	$ 120.00	5%	$	114.00
Hazel Parker Playground	70 East Bay St.		$ 50.00	$ 200.00	5%	$	190.00
James Island Recreation Center	1088 Quail Dr.	$ 25.00		$ 300.00	5%	$	285.00
Law Enforcement	3545 Mary Ader St		$ 145.00	$ 580.00	5%	$	551.00
Lenevar Playground	1305 Lenevar St.		$ 30.00	$ 120.00	5%	$	114.00
Mall Park	68 Columbus St		$ 20.00	$ 80.00	5%	$	76.00
Maritime Center	10 Wharfside St.	$ 35.00		$ 420.00	5%	$	399.00
Market Hall	N & S Market St.		$ 72.00	$ 288.00	5%	$	273.60
Mary Utsey Park	1350 Orange Grove Rd.	$ 21.00		$ 252.00	5%	$	239.40
Maybank Tennis Center	1880 Houghton Dr.		$ 75.00	$ 300.00	5%	$	285.00
Mitchell Park	145 Fishburne St.		$ 40.00	$ 160.00	5%	$	152.00
MLK Pool/Pool house & Martin Park	155 Jackson St.		$ 92.00	$ 368.00	5%	$	349.60
Moultrie Building/Park	41 Ashley Ave.		$ 68.00	$ 272.00	5%	$	258.40
Old Exchange Building	122 East Bay St.		$ 144.00	$ 576.00	5%	$	547.20
Old Slave Mart	6 Chalmers St		$ 30.00	$ 120.00	5%	$	114.00
Parking Enforcement	64 Mary St.		$ 62.00	$ 248.00	5%	$	235.60
Parks Adminstration	823 Meeting St.		$ 92.00	$ 368.00	5%	$	349.60
Parks & Playgrounds Office	1907 A &B Woodland Rd		$ 100.00	$ 400.00	5%	$	380.00
Police Department	62 Brigade St Bldg F		$ 75.00	$ 300.00	5%	$	285.00

	Police Department	62 Brigade St Bldg G		$ 68.00	$ 272.00	5%	$	258.40
	Police Department	180 Lockwood Blvd.		$ 75.00	$ 300.00	5%	$	285.00
	Police Dept. Special Investigation Unit	499-A Jessen Ln.		$ 62.00	$ 248.00	5%	$	235.60
New This Year	Police Forensics	12 Farmfield Ave Ste. 12C		$ 58.00	$ 232.00	5%	$	220.40
New This Year	Police Forensics	2093 Executive Hall Rd		$ 145.00	$ 580.00	5%	$	551.00
	Police Radio Shop	1950 Milford		$ 145.00	$ 580.00	5%	$	551.00
	Recreation Adminstration & Restrooms	30 Mary Murray Dr		$ 72.00	$ 288.00	5%	$	273.60
	Shaw Center	20 Mary St		$ 84.00	$ 336.00	5%	$	319.20
	St. Julian Devine Community Center	1 Cooper St	$ 80.00		$ 960.00	5%	$	912.00
	Thomas Johnson Playground	1443 Secessionville Rd		$ 72.00	$ 288.00	5%	$	273.60
	Traffic & Transportation - Satellite Warehouse	1906 Meeting Street Rd	$ 90.00		$ 1,080.00	5%	$	1,026.00
	Visitor's Center	375 Meeting St		$ 72.00	$ 288.00	5%	$	273.60
	West Ashley Park	3601 Mary Ader Dr.		$ 30.00	$ 120.00	5%	$	114.00
	Willie Gaines Playground	1827 Taberwood		$ 35.00	$ 140.00	5%	$	133.00
	WL Stephens Aquatic Center	780 West Oak Dr.		$ 55.00	$ 220.00	5%	$	209.00
	Totals				**$ 36,034.00**	5%	**$**	**34,232.30**

City of Charleston Termite Renewals

Account #	Department	Address	January 2020 Renewal Amount	Annual Renewal Fee 2021 forward
76546				
	Angel Oak Gift Shop/Storage	3688 Angel Oak Rd.	$165.00	$165.00
	Bees Ferry Rec Center	1580 Ashley Garden Blvd	$384.00	$384.00
	BFRC	116 Meeting St.	$492.00	$492.00
	Boxing Gym	1099 King Street	$174.00	$174.00
	City Hall	80 Broad St.	$310.00	$310.00
	City Offices	50 Broad St.	$350.00	$350.00
	Civic Design Center	85 Calhoun St.	$340.00	$340.00
	Daughters of the Conf/ Market Hall	Meeting & Market	$315.00	$315.00
	Deming Playground	5th Ave	$230.00	$230.00
	Dock Street Theater	133 Church St.	$552.00	$552.00
	Environmental Education Tiedemann Park	38 Elizabeth St.	$236.00	$236.00
New to agreement	Greenburg Building	180 Lockwood Blvd	$2,800.00	$682.00
	Fire Station #11	1517 Savannah Hwy.	$217.00	$217.00
	Fire Station #16	81 Ashley Hall Plantation Rd.	$335.00	$335.00
	Fire Station #18	235 Seven Farms Road	$287.00	$287.00
	Fire Station #2	263 Meeting St	$197.00	$197.00
	Fires Station #3	262 Meeting St	$197.00	$197.00
	Fire Station #4/#15	162 Coming St.	$492.00	$492.00
	Fire Station #5/#10	1 Nicholson Drive	$491.00	$491.00
	Fire Station #6	5 Cannon St.	$262.00	$262.00
	Fire Station #8	370 Huger St.	$330.00	$330.00
	Firestation Headquarters	46 1/2 Wentworth	$389.00	$389.00
	Flagship 2 Bldg 1	475 E Bay St	$334.00	$334.00
	Fleet/Environmental/Stormwater/Streets	2150 Milford	$653.00	$653.00
	Forest Park Playground	780 Playground Rd.	$192.00	$192.00
	Fred Whaley Community Center & Storage	1810 Doscher St.	$272.00	$272.00
	Greenhouse	30 Mary Murray Dr.	$230.00	$230.00

	Hampton Park Gazebo	Mary Murray Dr.	$250.00	$250.00
	Hampton Park Stable/Hay Barn	32 Mary Murray Dr.	$318.00	$318.00
	Hazel Parker Bldg	70 East Bay St.	$330.00	$330.00
	Jack Adams Tennis Center	Congress	$122.00	$122.00
	JIRC Picnic Area	Hay Road	$100.00	$100.00
	JIRC Score Booth	1088 Quail Dr.	$53.00	$53.00
	Lenevar Playground Restrooms	1305 S Lenevar Dr.	$192.00	$192.00
	Mall Park	68 Columbus St.	$192.00	$192.00
	Martin Park	155 Jackson St.	$154.00	$154.00
	Mary Utsey Park - Park House	1350 Orange Grove Rd.	$192.00	$192.00
	Maybank Tennis Center	1880 Houghton Dr.	$192.00	$192.00
	McMahon Playground	55 Cleveland	$192.00	$192.00
	Mitchell Playground	145 Fishburne St.	$192.00	$192.00
	MLK Pool House	155 Jackson St.	$290.00	$290.00
	Moultrie Playground	41 Ashley	$192.00	$192.00
	Old Slave Mart	6 Chalmers St.	$252.00	$252.00
	Old Superintendants Home	34 Mary Murray Dr.	$240.00	$240.00
	Parks Administration Bldg	823 Meeting St.	$390.00	$390.00
	Parkshore Restroom/Shelter	Windsor Rd	$105.00	$105.00
	Police Department	180 Lockwood Blvd	$3,995.00	$542.00
	Shaw Center	20 Mary St.	$344.00	$344.00
	St. Julian Divine	1 Cooper St	$1,950.00	$260.00
	Visitor Center	375 Meeting St.	$372.00	$372.00
	Westchecter Park	1410 Secessionville Rd	$192.00	$192.00
	WL Stephens Aquatic	780 Playground Rd.	$242.00	$242.00
	Woodland Road Unit B	1907 B Woodland	$260.00	$260.00
		Sub- Total	**$22,529.00**	**$15,268.00**

80104	Camden Bus Shed	375 Meeting St.	$192.00	$192.00
	Charleston Tennis Center	19 Farmfield Ave.	$217.00	$217.00

	Daniel Island Tennis Center	161 Seven Farms Rd.	$522.00	$522.00
New to agreement	Dereef Park	Dereef Court	$1,000.00	$284.00
	Fire Station #13	358 Folly Rd.	$217.00	$217.00
	Fire Station #17	1830 Bohicket Rd.	$355.00	$355.00
	Fire Station #7	1173 Ft. Johnson Rd.	$350.00	$350.00
	Gate House	Church & Market St.	$67.00	$67.00
	Golf Course & Clubhouse	2110 Maybank Hwy.	$340.00	$340.00
	Hampton Park Concession	Mary Murray Dr.	$192.00	$192.00
	JI Conncesstion	Hay Road	$192.00	$192.00
	JI Restrooms	Hay Road	$192.00	$192.00
	JIRC Concessions	1088 Quail Dr.	$192.00	$192.00
	JIRC Restroom	1088 Quail Dr.	$192.00	$192.00
	Lowcountry Senior Center	865 Riverland Dr.	$492.00	$492.00
	Parks (Ladies' & Men's Restroom too)	30 Mary Murray Dr.	$86.00	$86.00
	Woodland Road Prop	1907 Woodland Road	$242.00	$242.00
		Sub-Total		**$4,324.00**
		Grand Total	$27,569.00	**$19,592.00**

*building at Randolph Park was torn down

Offeror's Termite Control Services Pricing Page

Services	Unit Price	Total Price
Service Call/Inspection Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Pre-Treatment Services (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		Per building to be treated
Full Treatment Services with Inspection (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Annual Termite Inspection Fee (Scheduled or Unscheduled Services, Monday – Friday, 8:00 am – 5:00 pm) per linear foot		No extra cost
Emergency Inspection, No Treatment Performed (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		No extra cost
Emergency Termite Treatment and Inspection (Unscheduled Services, after-hours, weekends, or holidays) per linear foot		No extra cost
Termite Bond for 1 year		In termite
		proposal
Total		

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department

SUBJECT: POLICE DEPARTMENT TRAINING ROOM RENOVATIONS

REQUEST: Approval to establish a contract for Police Department Training Room Renovations with Satchel Construction, 2133 Dorchester Rd., North Charleston, SC 29405. Solicitation #19-B057R

COMMITTEE OF COUNCIL: Ways & Means DATE: January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Parks Department	x	☐	Jason Kronsberg	☐
Procurement Director	X	☐	Amy Cooper	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 1701000 Account #: 52410

Balance in Account $ 1,304,192 Amount needed for this item $161,192.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Page _____

City Wide

DATE: **NOVEMBER 12, 2019**

SOL.#: 19-B057R

BUYER: **ROBIN B. ROBINSON**

CPD TRAINING ROOM REPAIRS

	BIDDER	BIDDER	BIDDER
COMPANY NAME	**Bohicket Construction, LLC**	**Satchel Construction**	**IPW Construction**
COMPANY REPRESENTATIVE	**Marion P. Davis, Jr.**	**Josh Fuller**	**Bryan Rembert**
PHONE NUMBER	**843-696-5655**	**843-654-9259**	**843-308-0524**
MINORITY			

QTY.	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	CPD Training Room Renovations Lump Sum Bid		**$189,495.00**		**$161,192.00**		**$235,871.00**
	TOTAL		**$189,495.00**		**$161,192.00**		**$235,871.00**

Comments:

BUYER: _____ WITNESS: _____

ATTACHMENT A
Scope of Work

Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

Qualifications

- Commercial Contracting License
- 10 Years' Experience in Commercial Building
- Completion of 5 similar projects over the past 5 years
- The City of Charleston reserves the right to review past projects of similar scope to verify experience
- Bid and Performance Bond
- The awarded contractor may be required to take a background check for work to be performed in the Police Department.

Lump Sum Bid: $161,192.00

City of Charleston

Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401

MEMORANDUM

T: (843) 724-7314
F: (843) 720-3872

DATE: January 6, 2020

TO: Vanessa Turner-Maybank / Jennifer Cook

FROM: Robin Barrett Robinson
Senior Buyer

RE: 19-B057R – CPD Training Room Renovations

Enclosed are five (5) copies of the contracts for the **CPD Training Room Renovations** solicitation that was done. Please have the contracts signed, keep one for your records, send one to Mr. Jason Kronsberg/Mr. Wes Chappell, one to Ms. Amy Wharton and PLEASE return the two (2) remaining copies to me. We will maintain one copy in our contract file and forward one to the vendor.

Thank you,

Robin Barrett Robinson
Senior Buyer

cc: File

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND SATCHEL CONSTRUCTION, LLC FOR CPD TRAINING ROOM RENOVATIONS

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Satchel Construction, LLC (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the CPD Training Room Renovations in accordance with Solicitation #19-B057R. All attachments and exhibits, including Exhibits A, B, C and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #19-B057R (the "Invitation for Bid")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal & Bid (Price List)

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $161,192.00 (One Hundred Sixty-One Thousand One Hundred Ninety-Two Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance

coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Satchel Construction, LLC
John J. Tecklenburg	Jordan Fuller
Mayor	Owner
PO Box 304	2133 Dorchester Road
Charleston, SC 29402	North Charleston, SC 29405

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of

Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. 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 SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that 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 SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

Mary Duate
Name

Date: 1-6-2020

Ann C Jones
Name

Date: 1-6-2020

Jordan Fuller
Jordan Fuller
Owner
Date: 1.6.20

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 19-B057R	**Bids will be received until:** November 12, 2019 @ 1:00pm
Bid Title: CPD (Police Department) Training Room Renovations **Mandatory Pre-Bid:** October 28, 2019 @ 10:30am, 180 Lockwood Blvd.	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **CPD (Police Department) Training Room Renovations Project**. Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

2. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid 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. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

3. **Bidder may mail, or hand-deliver response to the Procurement Division**. Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

4. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

5. Questions regarding this solicitation must be submitted to **Robin B. Robinson** in writing no later than **1:00pm on October 30, 2019**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson** at **robinsonr@charleston-sc.gov**.

INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS

    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

    B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

    Each Bidder by submitting a Proposal represents that:

    A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

    B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

    C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

    D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.

    E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

    It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of

Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor 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 Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS
Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at http://charleston-sc.gov/index.aspx?nid=246. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for four (4) months (120 days). The City reserves the right to extend the Agreement if the City determines the extension is in its best interest.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

NO BID RESPONSE FORM

Bid Number: 19-B057R	**Bids will be received until:** November 12, 2019 @ 1:00pm
Bid Title: CPD (Police Department) Training Room Renovations **Mandatory Pre-Bid:** October 28, 2019 @ 10:30am, 180 Lockwood Blvd.	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Bid"** response for this project, this form must be completed for your company to remain on our Bidder's list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder's list.

Please check statement(s) applicable to your **"No Bid"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Bid Number: 19-B057R	**Bids will be received until:** November 12, 2019 @ 1:00pm
Bid Title: CPD (Police Department) Training Room Renovations **Mandatory Pre-Bid:** October 28, 2019 @ 10:30am, 180 Lockwood Blvd.	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
Remittance Address	Date
City, State, Zip	Federal Tax ID (FEIN)/SS Number
	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20___.

_____(SEAL)
Notary Public for_____
My Commission Expires_____

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

   ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

   ☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

   OR

   ☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

General Information

The City of Charleston, South Carolina is soliciting vendors for the **CPD (Police Department) Training Room Renovations Project**. Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

The City is requiring a Bid Bond and a 100% Performance Bond from the awarded vendor for this project.

There will be a Mandatory Pre-Bid Meeting held at 10:30am on October 28, 2019 at 180 Lockwood Blvd.

Procurement Process

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on October 30, 2019.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Disqualification of Bidders

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City

- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

Contract Negotiations
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs
Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Bids
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(November 12, 2019 @ 1:00pm)*** of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted
Each Vendor must **submit one (1) Unbound Original (please use a paper clip, binder clip or rubber band) and one (1) Bound Copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note **"Original"** on the original bid.

Required Forms And Signature Pages
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"19-B057R CPD (Police Department) Training Room Renovations Project"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 1:00pm on November 12, 2019. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

The initial term of the Agreement shall be for four (4) months (120 days). The City reserves the right to extend the Agreement if the City determines the extension is in its best interest.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

ATTACHMENT A
Scope of Work

Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

Qualifications

- Commercial Contracting License
- 10 Years' Experience in Commercial Building
- Completion of 5 similar projects over the past 5 years
- The City of Charleston reserves the right to review past projects of similar scope to verify experience
- Bid and Performance Bond
- The awarded contractor may be required to take a background check for work to be performed in the Police Department.

Lump Sum Bid: _____

ATTACHMENT B
Drawings

LOCKWOOD POLICE STATION

TRAINING ROOM RENOVATION

180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

FOR

CITY OF CHARLESTION

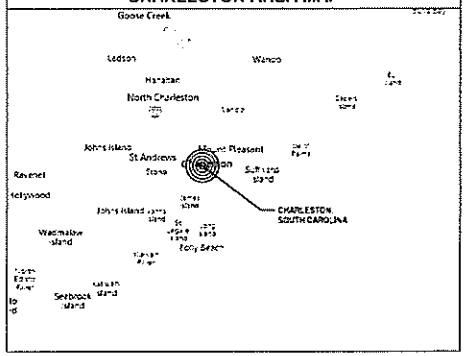
ARCHITECT

GLICK/BOEHM & ASSOCIATES
493 KING STREET, SUITE 100
CHARLESTON, SOUTH CAROLINA 29403
843.577.6377

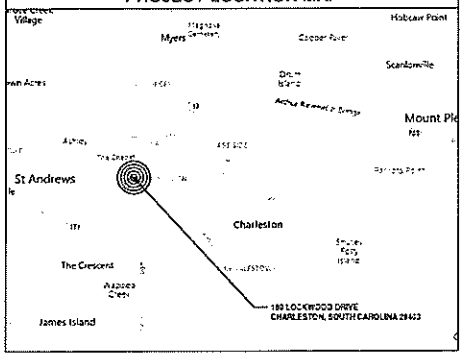
MECHANICAL / ELECTRICAL ENGINEER

DWG CONSULTING ENGINEERS, INC.
1009 ANNA KNAPP BLVD., SUITE 202
MOUNT PLEASANT, SOUTH CAROLINA
843.849.1141

CHARLESTON AREA MAP



PROJECT LOCATION MAP



GENERAL PROJECT NOTES

1	PROVIDE ACCESS PANELS WHERE NEEDED TO ACCESS VALVES, EQUIPMENT, FILTERS, ETC EVEN IF NOT NOTED IN THE DRAWINGS.
2	DETAILS ARE SHOWN TO DESCRIBE DESIGN INTENT, COORDINATE COMPLETE SHOP DRAWINGS, SHOWING ALL CONSTRUCTION DETAILS AND LAYOUTS AS REQUIRED FOR A COMPLETE JOB, ADHERING TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, WARRANTIES AND, GOVERNING CODES.
3	THE CONSTRUCTION SUBSYSTEMS AND PARTITION TYPES SHOWN INDICATE THE GENERAL CONSTRUCTION FEATURES OF THE WORK TO BE COMPLETED. THEY ARE NOT INTENDED TO REPRESENT THE ENTIRE CONSTRUCTION PROCESS AND ACCESSORIES USED. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLETED SYSTEMS AND TO BE IN COMPLIANCE WITH GOVERNING CODES AND THE INTENT OF THE DRAWINGS.
4	CONSTRUCTION MATERIALS OR PROCESSES WHICH ARE HAZARDOUS TO WORKERS OR FUTURE OCCUPANTS ARE NOT PERMITTED.
5	REFER TO MECHANICAL, ELECTRICAL, PLUMBING OR FIRE PROTECTION DRAWINGS FOR ADDITIONAL NOTES AND REFERENCES.
6	GENERAL CONTRACTOR AND APPLICABLE SUB CONTRACTORS SHALL VERIFY ALL DIMENSIONS IN FIELD PRIOR TO COMMENCING DEMOLITION AND NEW CONSTRUCTION. DO NOT SCALE DRAWINGS.
7	GENERAL CONTRACTOR TO COORDINATE WITH OWNER ON ALL OWNER PROVIDED EQUIPMENT AND FURNISHINGS.

DRAWING LIST

SHEET NO.	SHEET TITLE
GENERAL	
G000	COVER SHEET
G100	PROJECT & CODE INFO., LIFE SAFETY PLAN
DEMOLITION	
AD100	DEMOLITION FLOOR PLAN
ARCHITECTURAL	
A100	FLOOR PLAN & REFLECTED CEILING PLAN
A110	PLATFORM FRAMING PLAN
A150	FURNITURE PLAN
A420	INTERIOR ELEVATIONS, DOOR & FINISH SCHEDULES
MECHANICAL	
ME001	NOTES & LEGENDS
ME101	ELECTRICAL POWER PLANS
ME201	MECHANICAL/ELECTRICAL CEILING PLANS
ELECTRICAL	
E301	ELECTRICAL SPECIFICATIONS

GBA GLICK BOEHM ARCHITECTURE

REV NO	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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GLICK/BOEHM & ASSOCIATES, INC.

JOB NUMBER 1918
PROJECT MGR. JK
DRAWN BY JK
CHECKED BY JK
APPROVED BY Approver
DATE ISSUED FOR PRICING 06/01/2019

COVER SHEET

G000

GENERAL PROJECT INFORMATION

BASIC PROJECT INFO

PROJECT NAME	LOCKWOOD POLICE STATION TRAINING ROOM RENOVATION
PROJECT ADDRESS	180 LOCKWOOD DRIVE CHARLESTON, SC 29403
OWNER REPRESENATIVE	NEIL O'HARA SENIOR CONSTRUCTION PROJECT MANAGER
OWNER	CITY OF CHARLESTON CHARLESTON POLICE DEPARTMENT
OWNER ADDRESS	823 MEETING STREET CHARLESTON, SC 29403

PRIMARY CODES AND ORDINANCES USED

1. 2015 INTERNATIONAL BUILDING CODE W/ SC MODIFICATIONS
2. 2015 INTERNATIONAL FIRE CODE W/ SC MODIFICATIONS
3. 2015 INTERNATIONAL MECHANICAL CODE
4. 2015 INTERNATIONAL PLUMBING CODE
5. 2015 INTERNATIONAL FUEL GAS CODE W/ SC MODIFICATIONS
6. 2009 INTERNATIONAL ENERGY CONSERVATION CODE
7. 2012 NATIONAL ELECTRIC CODE
8. CHARLESTON COUNTY ZONING ORDINANCE
9. 1990 AMERICANS WITH DISABILITY ACT
10. ICC/ANSI A117.1 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES, LATEST ED.
11. SOUTH CAROLINA ELEVATOR CODE AND REGULATIONS, LATEST EDITION
12. SC ENERGY EFFICIENCY STANDARDS ACT
13. ASHRAE 90.1-2004, ENERGY EFFICIENT DESIGN OF NEW BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS
14. STATE FIRE MARSHAL REGULATIONS

DESIGN TEAM

ARCHITECT	MP/E/P/E ENGINEER
GLICK/BOEHM & ASSOCIATES, INC. 453 King Street, Suite 100 Charleston, South Carolina 29403 843.577.6377	DWG CONSULTING ENGINEERS, INC. 1209 Anna Knapp Blvd, Suite 202 Mt. Pleasant, South Carolina 29464 843.849.1141

PROJECT SCOPE

THIS PROJECT INCLUDES THE INTERIOR RENOVATION OF THE TRAINING ROOM AND STORAGE ROOM WHICH REQUIRE THE DEMOLITION OF A NON-STRUCTURAL PARTITION, CONSTRUCTION OF NEW RAISED PLATFORMS WITH FIXED TABLES, REPLACEMENT OF ACOUSTIC CEILING TILES AS WELL AS ELECTRIC LIGHTING AND ELECTRICAL WORK PLUS INSTALLATION OF NEW FINISHES THROUGHOUT.

SPECIAL INSPECTIONS

☒ SPECIAL INSPECTIONS ARE REQUIRED

☐ SPECIAL INSPECTIONS ARE NOT REQUIRED

IF SPECIAL INSPECTIONS ARE REQUIRED, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTION SERVICES DURING THE CONSTRUCTION PHASE IN ACCORDANCE WITH CHAPTER 17 OF IBC 2015. SEE SPECIFICATION SECTION 01 45 33 FOR THE ACTUAL REQUIREMENTS OF WORK SUBJECT TO SPECIAL INSPECTIONS FOR THIS PROJECT

FLOOD HAZARD INFORMATION

FLOOD HAZARD AREA	Zone AE (EL 13.0') FEMA FIRM Map: 45019C0512J

EROSION AND SEDIMENT REDUCTION / STORMWATER MANAGEMENT

☒ NOT REQUIRED - NO SITE WORK

☐ NOTE: SEE SITE PLANS FOR DESIGNER'S CERTIFICATION.

DESIGN & CODE INFORMATION

BASIC BUILDING CODE INFORMATION

CONSTRUCTION CLASSIFICATION	Type ☒		(IBC 602)
OCCUPANCY GROUP (indicate all)	B - BUSINESS A3 - ASSEMBLY (ACCESSORY)		(IBC 302)
OCCUPANCY GROUP (indicate most restrictive)	B - BUSINESS		(IBC Table 503)
Does building require Incidental Use Area Separation?	☒ No ☐ Yes	(IBC 509)	
Does building have Accessory Occupancy (ies)? What percent of story is accessory occupancy?	☐ No ☒ Yes	(IBC 508.3.1)	1784 SF 4.5 %
Mixed Occupancy	☒ No ☐ Yes	(IBC 508)	
Non separated	☒ No ☐ Yes	(IBC 508.3)	
Separated	☒ No ☐ Yes	(IBC 508.4 (IBC 508.4.1)	

OTHER FIRE PROTECTION SYSTEMS, DEVICES or FEATURES

If the building has any special or notable fire protection or safety feature or hazard the designers should list them here, describe the performance characteristics and refer to locations in construction documents (e.g. fire extinguishers, smoke evacuation, control compartments. Note IBC §414.1.3)

BUILDING AREA

AREA LIMIT BY TABLE 506.2 OF IBC	69,000 (Total Allowable per story)	SF
TOTAL ALLOWED AREA OF BUILDING (Summary of all stories)	FLR. 1: 69,000 FLR. 2: 69,000 TOTAL: 138,000	SF SF SF
AREA AS DESIGNED PER STORY (Repeat for each story)	FLR. 1: 19,950 FLR. 2: 20,100 TOTAL: 40,050	SF SF SF
EXISTING AREA OF BUILDING (NO CHANGE)	49,050	SF

BUILDING HEIGHT

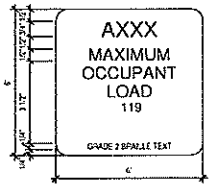
	EXISTING (NO CHANGE)		AS ALLOWED BY IBC	
	In Feet	In Stories	In Feet (TABLE 504.3)	In Stories (TABLE 504.4)
Without any Allowable Increase	37'-0"	2	75'-0"	4

BUILDING DESIGN OCCUPANT LOAD

		A	B	C	D
Stories & Levels	Function of Space (1)	Floor Area (2) (Density NSF or GSF)	Max Area per Occupant (3) (Capacity NSF or GSF)	Persons on Floor for this Function (4)	Design Occupant Load
1	BUSINESS	18,166	125 GSF	152	
	ASSEMBLY	1,784	15 NSF	119	
	Subtotal Design Occupant Load for this Story (5)				271
2	BUSINESS	20,100	100 GSF	201	
	Subtotal Design Occupant Load for this Story (5)				201
Total Building Design Occupant Load (6)					472

Footnotes

1. Provide the complete name of the Function of space using the list column at Table 1004.1.2 of the IBC.
2. Design Area per each occupant of this function on the floor in the Gross or Net square footage
3. Allowed Floor Area in SF per Occupant per right column in Table 1004.1.2 of the IBC.
4. Divide Column A (D) by Column B (D) for each function and enter the result (rounded up to the nearest whole person)
5. Subtotal all Column D values for this Story to yield the Design Occupant Load.
6. Total Building Design Occupant Load = sum of all Column D value



2 OCCUPANCY SIGN
SCALE 6" = 1'-0"

LIFE SAFETY PLAN & INFORMATION

OCCUPANCY CLASSIFICATION

FUNCTION OF SPACE	OCCUPANT LOAD FACTOR	OCCUPANCY GROSS OR NET
ACCESSORY ASSEMBLY (UNCONCENTRATED)	15.00 SF	NET
BUSINESS AREA	100.00 SF	GROSS

COMMON PATH OF EGRESS TRAVEL

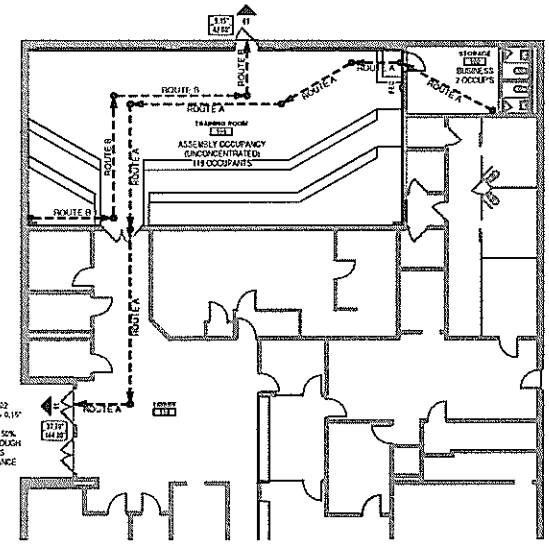
OCCUPANCY	TRAVEL DISTANCE (AUTOMATIC SPRINKLER SYSTEM)
A	250'-0" (IBC TABLE 1017.2)
B	300'-0" (IBC TABLE 1017.2)

EGRESS DISTANCES

ROUTE TYPE	DISTANCE
ROUTE A	121' - 3"
ROUTE B	64' - 7"

LEGEND & SYMBOLS

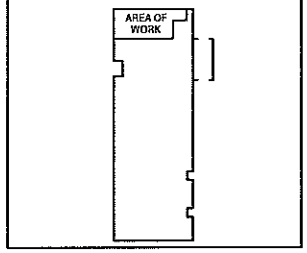
- AREA NOT IN SCOPE OF WORK
- TRAVEL DISTANCE EGRESS ROUTE
- 167 — DIRECTION OF EGRESS W/ OCCUPANCY TOTAL
- 4.00" / 4.00" — REQD EGRESS WIDTH / ACTUAL EGRESS WIDTH
- FIRE EXTINGUISHER CABINET



1 FIRST FLOOR LIFE SAFETY PLAN
SCALE 1/8" = 1'-0"

PROJ. GRAPHIC SCALE TRUE
0 8 16 24 32

KEY PLAN



GBA GLICK BOEHM ARCHITECTURE

REV. NO.	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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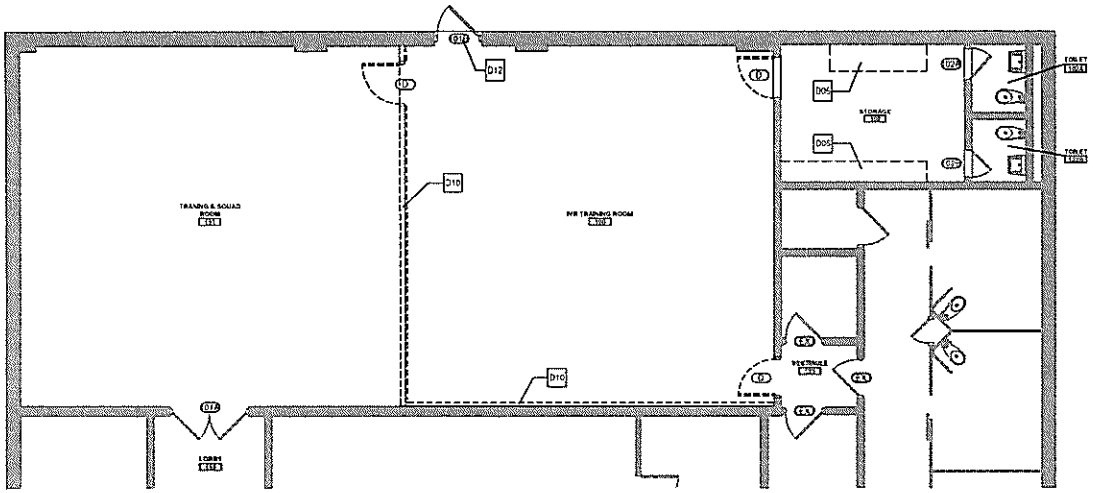
JOB NO.	1901
PROJECT MGR	JK
DRAWN BY	JK
CHECKED BY	JK
APPROVED BY	Approver
DATE ISSUED FOR	
PRICING	08-01-2019

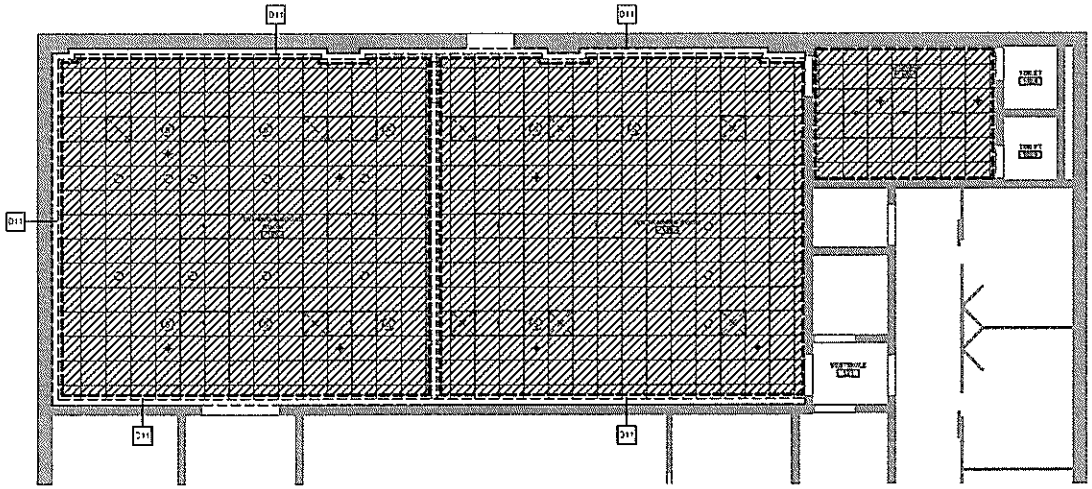
PROJECT & CODE INFO., LIFE SAFETY PLAN

G100



1 DEMOLITION PARTIAL FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"



2 DEMOLITION PARTIAL FIRST FLOOR CEILING PLAN

SCALE 1/4" = 1'-0"

GENERAL DEMOLITION NOTES

1	ELEMENTS OR PORTIONS OF ELEMENTS TO BE REMOVED ARE SHOWN DASHED. REFER TO KEY NOTES FOR ADDITIONAL CLARIFICATION FOR PARTIALLY REMOVED OR REUSED ELEMENTS. RETURN UN-USED DOORS, HARDWARE, AND ACCESSORIES TO OWNER.
2	VERIFY EXISTING CONDITIONS OF SPACE PRIOR TO DEMOLITION WORK.
3	AREAS OF DEMOLITION ARE APPROXIMATE; GENERAL CONTRACTOR TO COORDINATE TO COORDINATE DEMOLITION WITH EXISTING CONDITIONS, NEW CONSTRUCTION, AND ADDITIONAL SCOPE OF WORK INCLUDED IN MECHANICAL, PLUMBING, AND ELECTRICAL DOCUMENTS.
4	WALL DEMOLITION TO INCLUDE FRAMING, SHEATHING, FINISHES AND ALL APPURTENANCES.
5	ANY HIDDEN STRUCTURAL COLUMNS OR SUPPORT IS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO REMOVAL. ANY BUILDING SUPPORT WHICH DEVIATES FROM THAT SHOWN OR IS IN QUESTION IS TO BE BROUGHT TO ARCHITECT'S ATTENTION IMMEDIATELY.
6	REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DOCUMENTS FOR REMOVAL AND CAPPING OF SERVICES FOR ITEMS SHOWN TO BE REMOVED.
7	CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING FLOORING AND FINISHES TO REMAIN.
8	REMOVE ALL ABANDONED ACCESSORIES AND DEVICES NOT OTHERWISE NOTED. PATCH DRYWALL AND PREP FOR NEW FINISHES.
9	CONTRACTOR TO REMOVE FLOORING IN ALL ROOMS WITHIN SCOPE, U.O.N.
11	CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF BUILDING CONTENTS AS WELL AS BUILDING MATERIALS STORED ON SITE DURING CONSTRUCTION.
13	REFER TO PLUMBING, MECHANICAL, ELECTRICAL FOR OTHER DEMOLITION. CONTRACTOR TO COORDINATE DEMOLITION REQUIRED BY OTHER DISCIPLINES AND COMPLETE PREPARATION FOR NEW WORK.
14	EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED DURING DEMOLITION AND NEW WORK CONSTRUCTION ACTIVITIES.

DEMOLITION PLAN NOTES

1	REFER TO AD100 FOR GENERAL DEMOLITION NOTES.
2	REFER TO DEMOLITION CEILING PLAN FOR ADDITIONAL DEMOLITION INFORMATION.
3	ALL EXISTING FLOOR FINISHES ARE TO BE DEMOLISHED IN AREAS OF WORK.
4	REMOVE ALL EXISTING TRIM MOULDINGS AND WAINSCOT

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
D05	DEMOLISH EXISTING CASEWORK
D10	DEMOLISH EXISTING ACOUSTIC WALL PANEL
D11	DEMOLISH EXISTING CROWN MOULDING
D12	REMOVE EXISTING DOOR HARDWARE

GENERAL DEMO. CEILING NOTES

1	REMOVE ALL LIGHTING FIXTURES, ASSOCIATED FRAMING, BLOCKING & SUPPORTS
2	REMOVE ALL ANNOUNCIATION, LIFE SAFETY, SECURITY DEVICES, & ASSOCIATED WIRING

DEMOLITION CEILING NOTES

1	REFER TO SHEET AD100 FOR GENERAL DEMOLITION NOTES.
2	REFER TO DEMOLITION PLANS FOR ADDITIONAL DEMOLITION INFORMATION.
3	COORDINATE DEMOLITION AND NEW WORK WITH ELECTRICAL / MECHANICAL / PLUMBING DRAWINGS.
4	DEMOLISH ALL EXISTING CROWN MOULDINGS.

GENERAL DEMOLITION NOTES

15	THE EXTENT OF DEMOLITION INDICATED IS BASED ON AS BUILT DRAWING PROVIDED BY THE OWNER AND FIELD OBSERVATIONS. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE INDICATED ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AS SOON AS DISCREPANCIES ARE DISCOVERED.
16	DEMOLITION PLANS AND ELEVATIONS SHOW THE INTENT OF DEMOLITION TO BE PERFORMED. ALL DASHED ITEMS ARE TO BE DEMOLISHED COMPLETE. CONTRACTOR SHALL INCLUDE ALL DEMOLITION, CUTTING AND PATCHING REQUIRED FOR NEW CONSTRUCTION. REFER TO OTHER DISCIPLINES (MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION) DEMOLITION DRAWINGS FOR ADDITIONAL ITEMS TO BE DEMOLISHED. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DISCIPLINES DEMOLITION AND NEW WORK TO THE ARCHITECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SHORE, BRACE AND/OR SECURE MATERIALS AND STRUCTURE TO REMAIN.
17	WHERE EXISTING WALL, CEILING, ROOF OR FLOOR SYSTEMS ARE TO REMAIN AND ARE DISTURBED BY DEMOLITION, THEY SHALL BE REPAIRED AS REQUIRED TO MATCH ORIGINAL INTEGRITY AND ADJACENT CONSTRUCTION.
18	CONTRACTOR TO REMOVE ALL ABANDONDED OR UNNECESSARY PIPING, DUCT, WIRING CONDUIT AND/OR ANCHORS COMPLETE.
19	REFER TO ELECTRICAL FOR LOCATIONS OF NEW FIXTURES AND ADDITIONAL SLAB DEMOLITION.

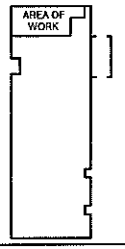
LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- EXISTING ITEM / AREA TO BE DEMOLISHED
- EXISTING DOOR AND FRAME TO REMAIN
- EXISTING DOOR AND FRAME TO BE DEMOLISHED
- D1 DEMOLITION KEYNOTE TAG

LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- EXISTING 2x2 ACT CEILING SYSTEM. ALL EXISTING ACT TILES TO BE DEMOLISHED GRID SYSTEMS ARE TO REMAIN.
- 2'x4' LIGHT FIXTURE TO BE DEMOLISHED REFER TO ELECTRICAL DRAWINGS
- RECESSED CAN LIGHT FIXTURE TO BE DEMOLISHED REFER TO ELECTRICAL DRAWINGS
- SUPPLY DIFFUSER REFER TO MECHANICAL DRAWINGS
- SUPPLY DIFFUSER TO BE DEMOLISHED REFER TO MECHANICAL DRAWINGS
- EXISTING SPRINKLER HEAD TO REMAIN
- EXISTING SPEAKER TO BE DEMOLISHED
- D1 DEMOLITION KEYNOTE TAG

KEY PLAN



PROJ. GRAPHIC SCALE TRUE

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GBA
GLICK BOEHM ARCHITECTURE

REV. NO. DATE DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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JOB NUMBER
PROJECT MGR.
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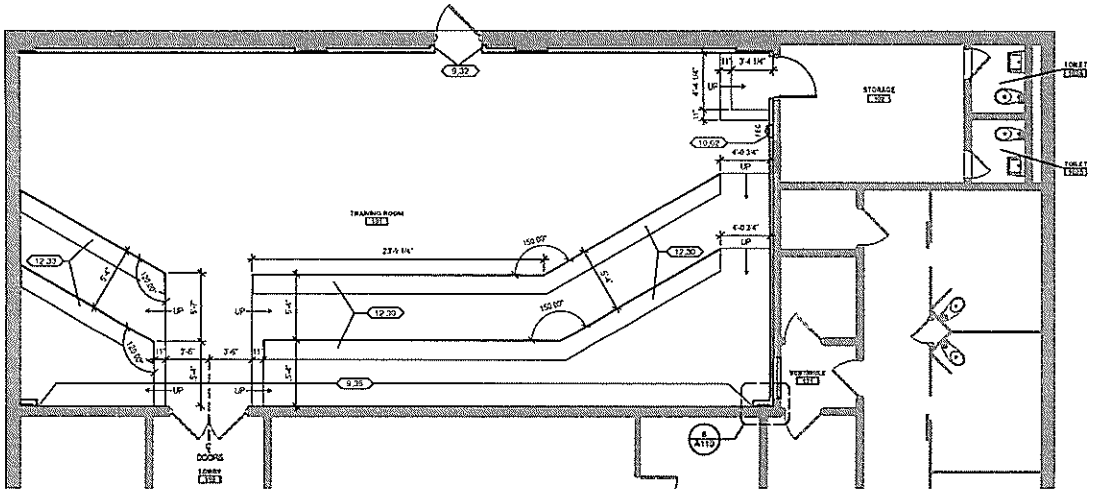
CHECKED BY
APPROVED BY
DATE ISSUED FOR
PRINTING

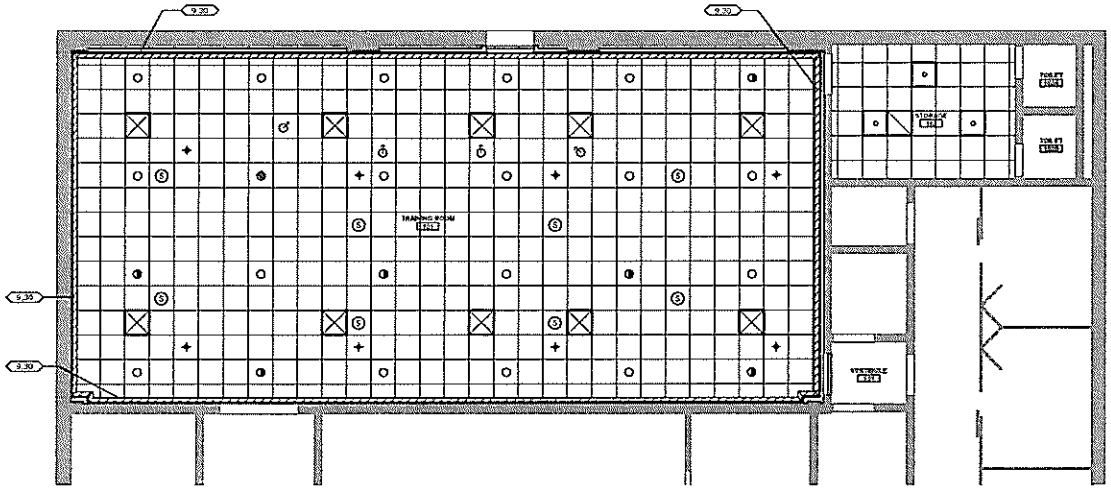
DEMOLITION FLOOR PLAN

AD100



1 FIRST FLOOR PARTIAL PLAN

SCALE 1/4" = 1'-0"



2 FIRST FLOOR PARTIAL REFLECTED CEILING PLAN

SCALE 1/4" = 1'-0"

GENERAL PLAN NOTES

1	BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS AND VERIFY EXISTING CONDITIONS AND COMPARE RESULTS
2	REFER TO G000 FOR GENERAL PROJECT NOTES
3	REFER TO A400 FOR DOOR SCHEDULE AND TYPES.
4	REFER TO A420 FOR DOOR DETAILS.
5	PROVIDE A MINIMUM OF 20 GAUGE SHEET METAL BLOCKING OR WOOD BLOCKING FOR ALL WALL MOUNTED CABINETS, SHELVES, EQUIPMENT, ACCESSORIES, AND TVS.
6	REFER TO A400 FOR INTERIOR ELEVATIONS.
7	REFER TO G100 LIFE SAFETY PLAN FOR FIRE EXTINGUISHER TYPES AND LOCATIONS.
8	DO NOT SCALE PLANS.

PLAN NOTES

1	REFER TO A110 FOR WALL DETAILS
2	REFER TO A110 FOR ALL PLATFORM FRAMING DETAILS

LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- EXISTING WALL TO REMAIN
- NEW NON-STRUCTURAL WALL
- FEC — FIRE EXTINGUISHER & CABINET
- 101 — DOOR MARK
- 11 — WALL TYPE MARK
- ? — NEW CONSTRUCTION KEYNOTE TAG

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
9.30	NEW WOOD CROWN MOULDING: CRN-1, PAINT: PNT-3
9.32	NEW GYP. BOARD RETURN TO EXISTING METAL DOOR JAMB. NO CASING. BASE TO RETURN TO METAL JAMB.
9.35	NEW SKIM COAT FINISH ACROSS EXISTING PLASTER WALL. PAINT.
10.02	NEW FIRE EXTINGUISHER CABINET
12.30	FOLD TABLE PURCHASED AND INSTALLED BY O.C., REFER TO A150. TABLE TO BE 18" DEEP. SPECIFICATION TO BE SEDIA SYSTEMS "MSO TRAINING TABLES" OR APPROVED EQUAL. REFER TO PLAN FOR LENGTHS AND PROFILE. IT MUST INCLUDE LAMATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

GENERAL CEILING PLAN NOTES

1	ALL CEILING HEIGHTS ARE EXISTING TO REMAIN, U.O.N.
2	ALL NOTED CEILING HEIGHTS ARE RELATIVE TO THE FINISH FLOOR BELOW
3	ALL DIMENSIONS ARE TO FINISH FACE OF SOFFIT OR PARTITION AND TO CENTERLINE OF LIGHT FIXTURE, U.O.N.
4	CENTER RECESSED DOWN LIGHTS IN CEILING SYSTEM, U.O.N.
5	REFER TO MECHANICAL DRAWINGS FOR DIFFUSER TYPES. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLACEMENT OF DEVICES. NOTIFY ARCHITECT OF ANY POTENTIAL CONFLICTS PRIOR TO PROCEEDING WITH WORK.
6	REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE TYPES. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLACEMENT OF FIXTURES. NOTIFY ARCHITECT OF ANY POTENTIAL CONFLICTS PRIOR TO PROCEEDING WITH WORK.
7	REFER TO SHEET A400 FOR FINISH SCHEDULE AND LEGEND FOR CEILING TYPES AND MATERIALS.

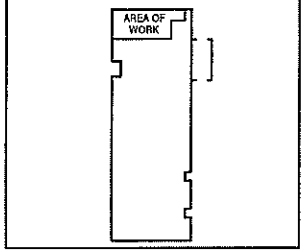
CEILING PLAN NOTES

1	REFER TO FINISH LEGEND AND FINISH SCHEDULE FOR CEILING TYPES AND MATERIALS.
2	COORDINATE REFLECTED CEILING PLANS WITH ELECTRICAL, MECHANICAL, STRUCTURAL, FIRE PROTECTION AND ROOM FINISH SCHEDULE.
3	IN THE CASE OF MINOR DISCREPANCIES IN THE LOCATION OF CEILING MOUNTED COMPONENTS, THE REFLECTED CEILING PLAN SHALL GOVERN. IN THE CASE OF MAJOR DISCREPANCIES, THE ARCHITECT SHALL BE NOTIFIED PRIOR TO PROCEEDING WITH THE WORK.
4	REFER TO MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR MOUNTING LOCATIONS OF ITEMS WHERE NO CEILING IS INDICATED OR REQUIRED.
5	LIGHTS, DIFFUSERS, EXIT SIGNS, SMOKE DETECTORS, SPEAKERS, GENERAL ALARM SPEAKERS/STROBES AND OTHER DEVICES SHALL BE CENTERED IN THE CEILING TILES IN WHICH THEY OCCUR, UNLESS NOTED OTHERWISE. REFER TO MECHANICAL AND ELECTRICAL FOR LOCATIONS.

LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- NEW 2x2 ACT TILES IN EXISTING GRID. REFER TO FINISH SCHEDULE A140 CLEAN EXISTING GRID
- NEW WOOD CROWN MOULDING REFER TO A400
- NEW 2 x 2 LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS
- NEW RECESSED CAN LIGHT FIXTURES REFER TO ELECTRICAL DRAWINGS
- S — NEW CEILING MOUNTED SPEAKER REFER TO ELECTRICAL DRAWINGS
- SUPPLY DIFFUSER. REFER TO MECHANICAL DRAWINGS
- RETURN DIFFUSER. REFER TO MECHANICAL DRAWINGS
- EXISTING SPRINKLER HEAD TO REMAIN
- 12'-0" — CEILING HEIGHT TAG
- ? — NEW CONSTRUCTION KEYNOTE TAG

KEY PLAN



PROJ. GRAPHIC SCALE TRUE

0 4 8 12 16

GBA
GLICK BOEHM ARCHITECTURE

REV. NO	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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JOB NUMBER 19-03
PROJECT MGR JK
DRAWN BY JKL
CHECKED BY JK
APPROVED BY SM
DATE ISSUED FOR PRICING 09/05/2019

FLOOR PLAN & REFLECTED CEILING PLAN

A100

FRAMING NOTES

1	REFER TO FLOOR PLANS ON A100 FOR DIMENSIONS OF ALL RAISED PLATFORMS
2	ATTACH ALL BOTTOM TRACK TO THE EXISTING SLAB WITH 0.177 PAFS AT 8" O.C.
3	ATTACH ALL STUDS TO TOP AND BOTTOM TRACKS WITH #10 SCREW EACH FLANGE. STUD ENDS SHALL FIT TIGHT TO TRACK.
4	CROSS BRACING AS NOTED SHALL BE 3" X 18 GAGE STRAP BRACING FASTENED TO TOP AND BOTTOM TRACK WITH MINIMUM 3 #10 SCREWS.

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT

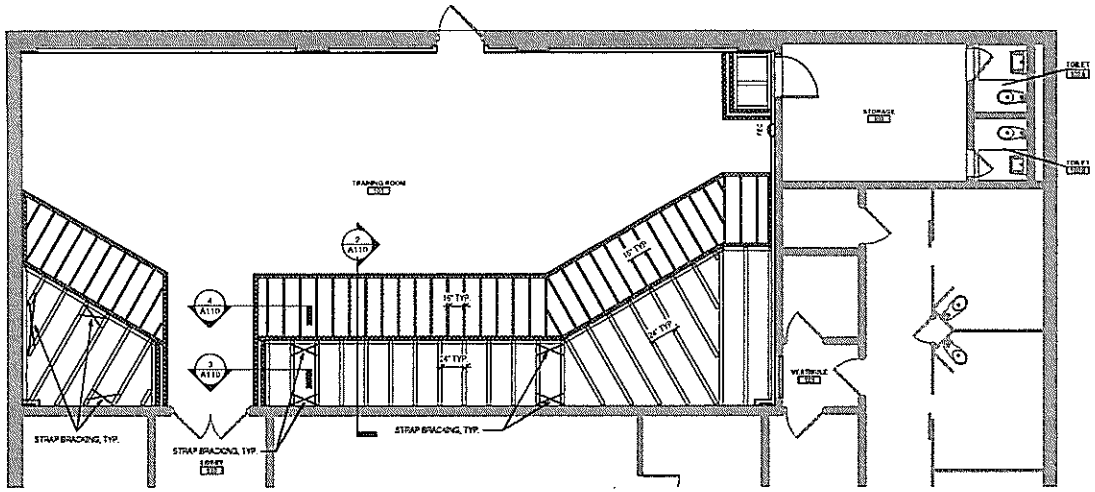
LEGEND & SYMBOLS

AREA NOT IN SCOPE OF WORK

3625162-43 METAL STUDS SPACED 16" O.C.

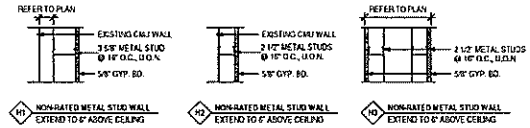
BOX BEAM CONSISTING OF 14 GA. TOP TRACK, 2x6" METAL STUDS (MIN 20 GA) AND 14 GA BOTTOM TRACK

6" METAL STUD, MIN 20 GAGE @ 16" O.C.



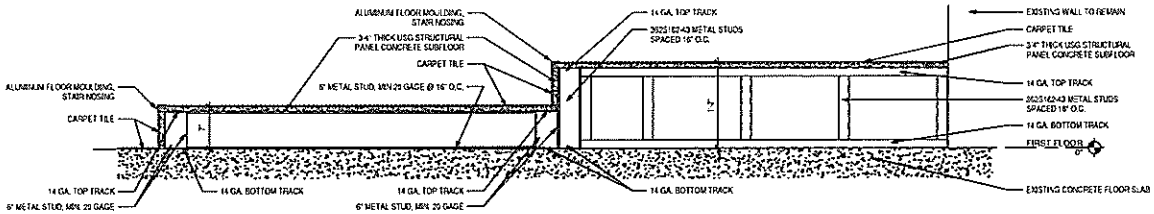
1 PLATFROM FRAMING PLAN

SCALE 1/4" = 1'-0"



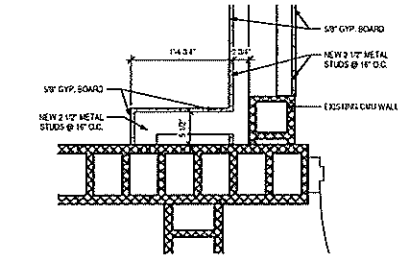
7 WALL TYPES

SCALE 1 1/2" = 1'-0"



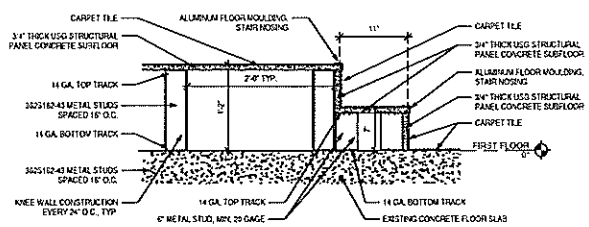
2 PLATFORM FRAMING SECTION

SCALE 1 1/2" = 1'-0"



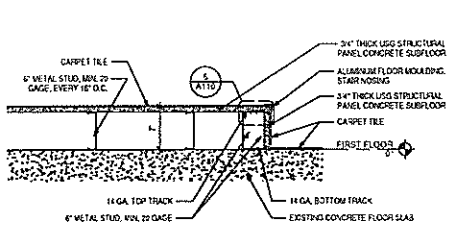
6 PLAN DETAIL

SCALE 1 1/2" = 1'-0"



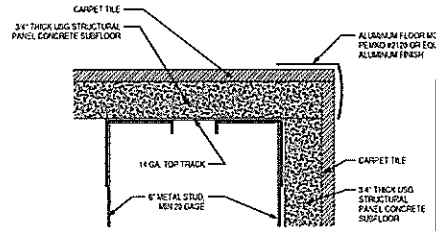
3 PLATFORM FRAMING SECTION

SCALE 1 1/2" = 1'-0"



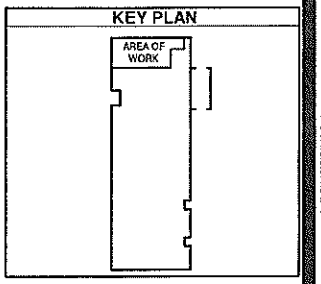
4 PLATFORM FRAMING SECTION

SCALE 1 1/2" = 1'-0"



5 NOSING DETAIL

SCALE 12" = 1'-0"



PROJ. GRAPHIC SCALE TRUE

0 4 8 12 16

GLICK BOEHM ARCHITECTURE

REV NO.	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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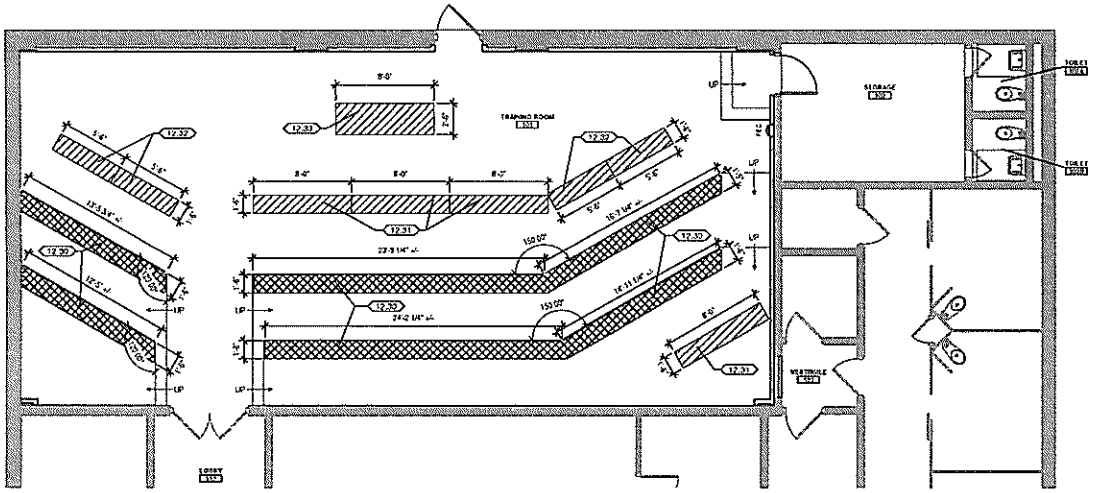
PROJECT NO. 19-01
DRAWN BY JB
CHECKED BY JB
APPROVED BY Author
DATE ISSUED FOR
PRICING 09/01/2019

PLATFORM FRAMING PLAN

A110



1 FIRST FLOOR FURNITURE PLAN
SCALE 1/4" = 1'-0"

FURNITURE NOTES

1	REFER TO GENERAL NOTES ON A100.
2	PROVIDE FURNITURE AS SPECIFIED OR APPROVED EQUAL WHICH MUST MEET OR EXCEED REQUIREMENTS.
3	TABLE COLORS ARE TO BE DETERMINED.

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
12.30	FIXED TABLE PURCHASED AND INSTALLED BY G.C., REFER TO A150. TABLE TO BE: 18" DEEP. SPECIFICATION TO BE SEDIA SYSTEMS "M50 TRAINING TABLES" OR APPROVED EQUAL. REFER TO PLAN FOR LENGTHS AND PROFILE. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.
12.31	MOVEABLE TABLE PURCHASED AND INSTALLED BY G.C. TABLE TO BE: 95" WIDE & 18" DEEP. SPECIFICATION TO BE: SEDIA SYSTEMS "X-SERIES TRAINING TABLES" OR APPROVED EQUAL. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.
12.32	MOVEABLE TABLE PURCHASED AND INSTALLED BY G.C. TABLE TO BE: 65" WIDE & 18" DEEP. SPECIFICATION TO BE SEDIA SYSTEMS "X-SERIES TRAINING TABLES" OR APPROVED EQUAL. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.
12.33	MOVEABLE TABLE PURCHASED AND INSTALLED BY G.C. TABLE TO BE: 95" WIDE & 30" DEEP. SPECIFICATION TO BE SEDIA SYSTEMS "X-SERIES TRAINING TABLES" OR APPROVED EQUAL. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

LEGEND & SYMBOLS

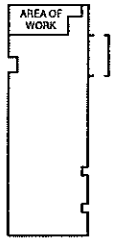
AREA NOT IN SCOPE OF WORK

FIXED TABLES:
SEDIA SYSTEMS "M50 TRAINING TABLES" OR APPROVED EQUAL. REFER TO PLAN FOR LENGTHS AND PROFILE. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

MOVEABLE TABLES:
SEDIA SYSTEMS "X-SERIES TRAINING TABLES" OR APPROVED EQUAL. IT MUST INCLUDE LAMIATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

7 NEW CONSTRUCTION KEYNOTE TAG

KEY PLAN



PROJ. GRAPHIC SCALE TRUE
0 4 8 12 16

GBA
GLICK BOEHM ARCHITECTURE

REV NO	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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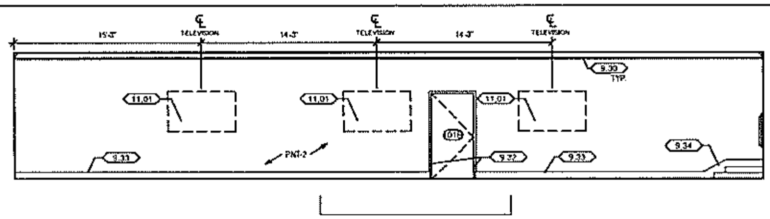
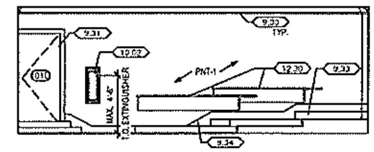
JOB NUMBER 1905
PROJECT MGR. JK
DRAWN BY JK
CHECKED BY JK
APPROVED BY Approver
DATE ISSUED FOR PRICING 08/01/2019

FURNITURE PLAN

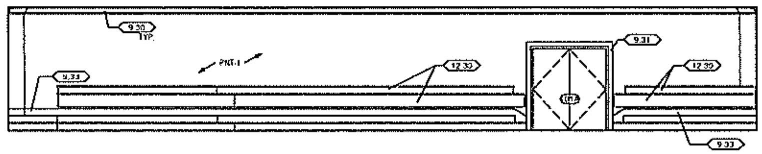
A150



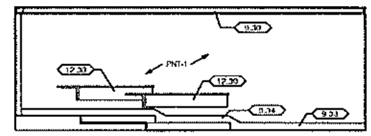
① TRAINING ROOM - NORTH
SCALE 1/4" = 1'-0"



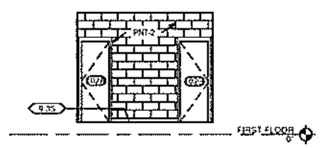
② TRAINING ROOM - EAST
SCALE 1/4" = 1'-0"



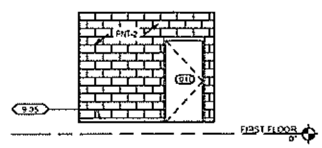
③ TRAINING ROOM - SOUTH
SCALE 1/4" = 1'-0"



④ TRAINING ROOM - WEST
SCALE 1/4" = 1'-0"



⑤ STORAGE - EAST
SCALE 1/4" = 1'-0"



⑥ STORAGE - WEST
SCALE 1/4" = 1'-0"

INTERIOR ELEVATION NOTES

1	REFER TO FINISH SCHEDULE AND LEGEND ON A400.
2	ALL DIMENSIONS ON INTERIOR SHEETS ARE FROM FACE OF FINISH TO FACE OF FINISH, U.O.N.
3	CONTRACTOR TO COORDINATE LOCATIONS OF ADDITIONAL PENETRATIONS THROUGH WALLS AND FLOORS NOT INDICATED ON ARCHITECTURAL DRAWINGS, RE: MECHANICAL, PLUMBING AND ELECTRICAL. REFER TO STRUCTURAL FOR LINTEL OR FRAMING REQUIREMENTS.

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
9.30	NEW WOOD CROWN MOULDING: CRN-1, PAINT "PNT-3"
9.31	NEW WOOD DOOR CASING: CAS-1, PAINT "PNT-4"
9.32	NEW GYP. BOARD RETURN TO EXISTING METAL DOOR JAMB. NO CASING. BASE TO RETURN TO METAL JAMB.
9.33	NEW WOOD BASE: WB-1, PAINT "PNT-4"
9.34	NEW WOOD 1x12 FLAT STOCK STRINGER MOULDING AT STAIR. FOLLOW ANGLE OF STAIR. TERMINATE INTO WOOD BASE AT EACH SIDE.
9.35	RUBBER WALL BASE, RB-1
10.02	NEW FIRE EXTINGUISHER CABINET
11.01	WALL MOUNTED TV, BY OWNER. CENTER OUTLET AND WIRING CONNECTIONS BEHIND. COORDINATE IN FIELD.
12.30	FIXED TABLE PURCHASED AND INSTALLED BY G.C. REFER TO A150. TABLE TO BE 18" DEEP. SPECIFICATION TO BE: SEDIA SYSTEMS "M50 TRAINING TABLES" OR APPROVED EQUAL. REFER TO PLAN FOR LENGTHS AND PROFILE. IT MUST INCLUDE LAMINATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

GRAPHIC SCALE
0 4 8 12 16

FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR		WALLS								CEILING			NOTES
				NORTH		EAST		SOUTH		WEST					
		MTRL.	BASE	MTRL.	FINISH	MTRL.	FINISH	MTRL.	FINISH	MTRL.	FINISH	MTRL.	FINISH	CROWN	
101	TRAINING ROOM	CPT-1	WB-1	GYP.	PNT-2	GYP.	PNT-1	SKIM	PNT-1	EX	PNT-1	ACT-1		CRN-1	
102	STORAGE	CPT-1	RB-1	EX	PNT-2	EX	PNT-2	EX	PNT-2	EX	PNT-2	ACT-1		-	
102A	TOILET	EX	-	-	-	-	-	-	-	-	-	-	-	-	NO WORK THIS ROOM
102B	TOILET	EX	-	-	-	-	-	-	-	-	-	-	-	-	NO WORK THIS ROOM
110	LOBBY	EX	-	-	-	-	-	-	-	-	-	-	-	-	NO WORK THIS ROOM
121	VESTIBULE	EX	-	-	-	-	-	-	-	-	-	-	-	-	NO WORK THIS ROOM

DOOR & FRAME SCHEDULE

TAG	DOOR						FRAME			HARDWARE SET	DETAILS			NOTES
	TYPE	HEIGHT	WIDTH	THICKNESS	MATERIAL	FINISH	TYPE	MATERIAL	FINISH		HEAD	JAMB	SILL	
101A	EX	6'-8"	6'-0"	1 3/4"	EX	PNT-4	EX	EX	PNT-4	EX	-	-	-	
101B	EX	6'-8"	3'-6"	1 3/4"	EX	PNT-2	EX	EX	PNT-2	TBD	-	-	-	REPLACE HARDWARE
101C	D1	6'-8"	3'-0"	1 3/4"	EX	PNT-4	F2	HV	PNT-4	TBD	9/A400	10/A400	-	
102A	EX	6'-8"	2'-4"	1 3/4"	HV	PNT-4	EX	EX	PNT-4	EX	-	-	-	
102B	EX	6'-8"	2'-4"	1 3/4"	EX	PNT-4	EX	EX	PNT-4	EX	-	-	-	

FINISH MATERIAL LEGEND

CARPET TILE (CPT)		
CPT-1	MANUFACTURER STYLE COLOR	MILLIKEN ISOGRAD IGD25-152 MELTWATER
RUBBER BASE (RB)		
RB-1	MANUFACTURER STYLE COLOR SIZE	ROPPE 700 SERIES 148 STEEL GRAY 4"
PAINT (PNT)		
PNT-1	MANUFACTURER COLOR	SHERWIN WILLIAMS #SW9144
PNT-2	MANUFACTURER COLOR	SHERWIN WILLIAMS #SW7072
PNT-3	MANUFACTURER COLOR	SHERWIN WILLIAMS #SW7005
PNT-4	MANUFACTURER COLOR	SHERWIN WILLIAMS #SW7070
ACOUSTICAL CEILING TILE (ACT)		
ACT-1	MANUFACTURER STYLE MODEL	USG INTERIORS MARS CLIMAPLUS 86785 HRC

GENERAL FINISH NOTES

GENERAL	
1	REFER TO SHEETS A400 FOR INTERIOR ELEVATIONS AND ADDITIONAL INFORMATION.
2	FINISH DIMENSIONS ARE FROM FACE OF FINISH SURFACE TO FACE OF FINISH SURFACE.
3	WHERE NEW WORK ABUTS OR IS A PART OF EXISTING, IT IS INTENDED THAT THE NEW WORK MATCH THE EXISTING FINISH AND TEXTURE. IF THE EXISTING CANNOT BE MATCHED THEN THE ENTIRE SURFACE SHALL BE REFINISHED TO A NATURAL STOPPING POINT.
4	REFER TO REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
PAINT	
5	ALL WALLS ARE TO BE PAINTED P-1, U.O.N.
7	ALL HM DOOR AND INTERIOR WINDOW FRAMES TO BE ENAMEL PAINT P-2.
9	ALL ACCESS DOORS SHALL BE PAINTED TO MATCH THE SURFACE IN WHICH THEY OCCUR.
10	ALL EXPOSED PIPES, DUCTWORK AND GRILLS IN WALLS SHALL BE PAINTED TO MATCH COLOR OF ADJACENT WALL OR CEILING SURFACE, U.O.N.
FLOORING	
11	TRANSITION BETWEEN DIFFERENT FLOORING MATERIALS AT DOORWAYS TO OCCUR IN MIDDLE OF CLOSED DOOR THRESHOLD.
14	FLOORING CONTRACTORS ARE RESPONSIBLE TO VERIFY THAT ALL ADJOINING FLOORING MATERIALS WILL BE FLUSH BUTTED TO AVOID RUBBER THRESHOLDS WHERE POSSIBLE. FLOOR PREP TO FAN OUT 36" TO AVOID VISIBLE MOUND.

FINISH ABBREVIATIONS

ACT	ACOUSTICAL CEILING TILE
ALUM	ALUMINUM
CONC.	CONCRETE
CP	CARPET
FF	FACTORY FINISH
GYP BD	GYPSUM BOARD
MFR	MANUFACTURER FINISH
PNT	PAINT
SC	SOLID CORE (WOOD DOOR)
SKM	PLASTER SKIM COAT
ST	STAIN (FACTORY FINISH)
WD	WOOD

FINISH LEGEND NOTES

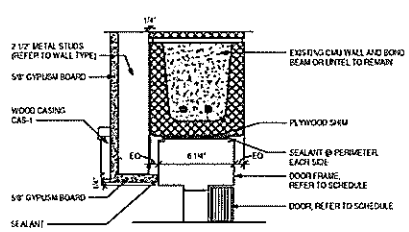
1	ALL WALLS TO BE LEVEL 4 FINISH.
2	ALL WALLS TO BE PAINTED INSTITUTIONAL, LOW VOC EGGSHELL FINISH.
3	ALL CEILINGS TO BE PAINTED INSTITUTIONAL, LOW VOC, FLAT FINISH.
4	REFER TO INERIOR ELEVATIONS FOR ACCENT WALL LOCATIONS. FINISH SCHEDULE LOCATIONS REFER TO PLAN NORTH.

DOOR SCHEDULE NOTES

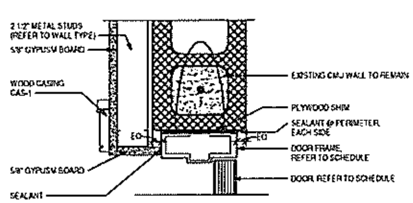
1	REFER TO DOOR PANEL TYPES FOR GLAZING TYPES AND LOCATIONS
2	ALL NEW HARDWARE IS TO MATCH EXISTING TO BE DEMOLISHED
3	REFER TO FINISH SCHEDULE A400 FOR PAINT COLORS, PAINT NOTES

⑦ DOOR TYPE(S)
SCALE 1/4" = 1'-0"

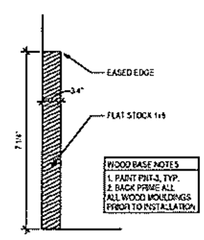
⑧ DOOR FRAME TYPE(S)
SCALE 1/4" = 1'-0"



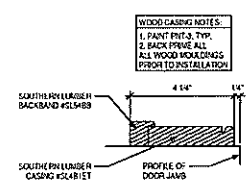
⑨ INTERIOR CMU HEAD DETAIL
SCALE 3" = 1'-0"



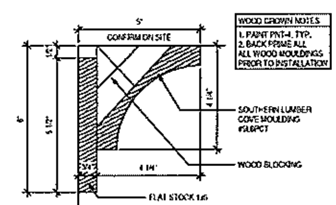
⑩ INTERIOR CMU JAMB DETAIL
SCALE 3" = 1'-0"



⑪ WOOD BASE "WB-1"
SCALE 6" = 1'-0"



⑫ DOOR CASING "CAS-1"
SCALE 6" = 1'-0"



⑬ CROWN "CRN-1"
SCALE 6" = 1'-0"

GLICK BOEHM ARCHITECTURE

REV. NO.	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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DATE ISSUED FOR PRICING 08/01/2019

INTERIOR ELEVATIONS, DOOR & FINISH SCHEDULES

A400

ELECTRICAL SYSTEMS SEISMIC REQUIREMENTS

PER IBC-2015/ASCE 7-10

A. PER THE 2015 INTERNATIONAL BUILDING CODE, MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT AND COMPONENTS, INCLUDING THEIR SUPPORTS AND ATTACHMENTS, SHALL BE DESIGNED FOR SEISMIC FORCES IN ACCORDANCE WITH CHAPTER 13 OF ASCE 7-10.

B. EXTERIOR EQUIPMENT (INCLUDING ROOF CURBS, RAILS, SUPPORTS) EXPOSED TO WIND SHALL BE DESIGNED AND INSTALLED TO RESIST THE WIND PRESSURES DETERMINED IN ACCORDANCE WITH CHAPTER 26 TO 29 OF ASCE 7-10.

C. WHERE DESIGN FOR SEISMIC AND WIND LOADS IS REQUIRED, THE MORE DEMANDING FORCE MUST BE USED.

D. REFERENCE THE STRUCTURAL DRAWINGS FOR SITE SPECIFIC INFORMATION ON SEISMIC DESIGN CATEGORY, WIND SPEEDS, ETC.

E. USE THE TABLE BELOW TO DETERMINE SEISMIC RESTRAINT REQUIREMENTS FOR EACH COMPONENT.

F. FOR ALL COMPONENTS REQUIRING SEISMIC RESTRAINT, THE COMPONENT SUPPORTS AND ATTACHMENTS SHALL BE DESIGNED BY A REGISTERED DESIGN PROFESSIONAL REGISTERED IN THE STATE THE JOB IS LOCATED. SUBMITTALS MUST INCLUDE STAMPED AND SIGNED DRAWINGS AND CALCULATIONS.

G. WHERE SEISMIC RESTRAINTS ARE REQUIRED, HOUSEKEEPING PADS NEEDED FOR THE INSTALLATION OF EQUIPMENT UNDER THIS CONTRACT MUST BE DESIGNED BY THE SEISMIC ENGINEER. DO NOT POUR ANY HOUSEKEEPING PADS PRIOR TO THE RECEIPT OF THE APPROVED SEISMIC SUBMITTAL.

H. SEISMIC RESTRAINTS FOR DUCTWORK, PIPING, CONDUIT, CABLE TRAYS AND BUS DUCT MUST BE SHOWN ON LAYOUT DRAWINGS SHOWING SPECIFIC RESTRAINT LOCATIONS ALONG WITH ACCOMPANYING DETAILS AND CALCULATIONS.

ELECTRICAL COMPONENT IMPORTANCE FACTOR (Ip) DESIGNATION	
Ip = 1.0	Ip = 1.5
• ALL ASSOCIATED ELECTRICAL WORK UNLESS NOTED OTHERWISE	• EMERGENCY LIGHTS • EXIT LIGHTS

SEISMIC DESIGN CATEGORIES D,E,F

	COMPONENT IMPORTANCE FACTOR (Ip)			
	1.0		1.5	
COMPONENT IDENTIFICATION	SEISMIC RESTRAINT REQUIREMENT	NOTES	SEISMIC RESTRAINT REQUIREMENT	NOTES
ROOF MOUNTED	RESTRAIN ALL	1	RESTRAIN ALL	-
FLOOR MOUNTED	RESTRAIN ALL	1,2	RESTRAIN ALL	-
WALL MOUNTED	RESTRAIN ALL	1,2	RESTRAIN ALL	-
COMPONENT SUPPORTS	RESTRAIN ALL	1	RESTRAIN ALL	-
SUSPENDED EQUIPMENT	RESTRAIN ALL	1	RESTRAIN ALL	-
SINGLE CONDUIT	RESTRAIN IF ≥ 2.5"	3	RESTRAIN IF ≥ 2.5"	3
CABLE TRAYS/BUS DUCT TRAPEZED CONDUIT	DO NOT DELETE ON TRAPEZE ≥ 2.5" RESTRAIN IF TOTAL WEIGHT OF SUSPENDED COMPONENT > 10 LBS/FT	3	RESTRAIN IF ANY CONDUIT ON TRAPEZE ≥ 2.5" RESTRAIN IF TOTAL WEIGHT OF SUSPENDED COMPONENT > 10 LBS/FT	3
COMPONENT CERTIFICATION	NOT REQUIRED	-	REQUIRED	5
PENDANT LAY-IN AND CAN LIGHTS	REQUIRED	4	REQUIRED	4

NOTES

1. EQUIPMENT 20 LBS. OR LESS IS EXEMPT IF THE COMPONENT IS POSITIVELY ATTACHED TO THE STRUCTURE AND FLEXIBLE CONNECTIONS ARE PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING AND CONDUIT.
2. RESTRAINTS ARE NOT REQUIRED IF THE COMPONENT WEIGHS 400 LBS. OR LESS, IS MOUNTED WITH THE CENTER MASS AT 4' OR LESS ABOVE A FLOOR, IS POSITIVELY ATTACHED TO THE STRUCTURE, AND HAS FLEXIBLE CONNECTIONS BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING AND CONDUIT.
3. RESTRAINT IS NOT REQUIRED IF THE CONDUIT IS SUPPORTED BY HANGERS AND EACH HANGER IN THE RUN IS 12 IN. OR LESS IN LENGTH FROM THE TOP OF THE PIPE TO THE SUPPORTING STRUCTURE. WHERE PIPES ARE SUPPORTED ON A TRAPEZE, THE TRAPEZE SHALL BE SUPPORTED BY HANGERS HAVING A LENGTH OF 12 IN. OR LESS. WHERE ROD HANGERS ARE USED, THEY SHALL BE EQUIPPED WITH SWIVELS, EYE NUTS OR OTHER DEVICES TO PREVENT BENDING IN THE ROD.
4. THE RESTRAINT OF PENDANT, LAY-IN AND CAN LIGHTS IS ADDRESSED IN ASTM C636 AND E580.
5. COMPONENT CERTIFICATION MUST BE SUPPLIED BY THE EQUIPMENT MANUFACTURER AT TIME OF SUBMITTAL FOR REVIEW BY ENGINEER OF RECORD.

GENERAL ELECTRICAL NOTES

1. BRANCH CIRCUIT WIRING FOR 20A CIRCUITS SHALL BE SIZED PER WIRE SIZING CHART. WHERE CONDUCTOR AND RACEWAY SIZE ARE SHOWN AT HOMERUN, SUCH SIZE SHALL BE USED FOR THE ENTIRE CIRCUIT. EXCEPTION: FINAL CONNECTION TO DEVICES IN OUTLET BOXES IS NOT REQUIRED TO BE LARGER THAN #12.
2. PRIOR TO ROUGH-IN, COORDINATE THE LOCATION AND MOUNTING HEIGHT OF ALL WALL MOUNTED DEVICES WITH THE ARCHITECTURAL INTERIOR ELEVATIONS AND MILLWORK SHOP DRAWINGS. IN THE EVENT OF A CONFLICT, NOTIFY THE ARCHITECT. MINOR ADJUSTMENTS IN DEVICE LOCATION, SUCH AS 5'-0" IN ANY DIRECTION, SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. UNDERCABINET LIGHT FIXTURES, RECEPTACLES AND OTHER DEVICES TO BE MOUNTED INSIDE CABINETS SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO ROUGH IN TO CONFIRM THE EXACT LOCATION OF FIXTURES AND DEVICES.
3. COORDINATE THE LOCATION OF ALL FLOOR BOXES WITH THE ARCHITECT PRIOR TO ROUGH IN. ALL FLOOR BOXES SHALL BE INSTALLED TO MAINTAIN THE FIRE RATING OF THE FLOOR. COORDINATE CORE DRILLING HOLES IN FLOOR WITH STRUCTURAL ENGINEER.
4. OUTLET BOXES FOR SWITCHES, RECEPTACLES, ETC. MOUNTED ON OPPOSITE SIDES OF PARTITIONS SHALL NOT BE MOUNTED IN THE SAME WALL CAVITY. SEPARATE WALL PENETRATIONS BY MOUNTING ON OPPOSITE SIDES OF WALL STUDS OR OTHER VERTICAL STRUCTURAL MEMBERS IN THE WALL.
5. RACEWAYS SHALL BE INSTALLED CONCEALED IN NEW WALL CONSTRUCTION, ABOVE CEILINGS, BELOW FLOOR AND IN OTHER CAVITIES TO THE GREATEST EXTENT POSSIBLE. EXPOSED RACEWAYS MAY BE USED IN UNFINISHED SPACES, WHERE EXPLICITLY NOTED ON PLANS AND WHERE APPROVED BY THE ARCHITECT AND ENGINEER. LAY OUT EXPOSED RACEWAYS TO MINIMIZE THE NUMBER OF VERTICAL RUNS.
6. A FIRESTOP SYSTEM SHALL BE USED TO SEAL ALL PENETRATIONS OF ELECTRICAL CONDUITS AND CABLES THROUGH FIRE-RATED PARTITIONS. THE FIRESTOP SYSTEM SHALL CONSIST OF A FIRE-RATED CAULK TYPE SUBSTANCE AND HIGH TEMPERATURE FIBER INSULATION BY 3M OR APPROVED EQUAL. ONLY METAL CONDUIT SHALL BE USED TO PENETRATE FIRE-RATED PARTITIONS. SEE ARCHITECTURAL DRAWINGS FOR ALL LOCATIONS OF FIRE-RATED WALLS.
7. THE USE OF MC CABLE IS ALLOWED. HOMERUNS TO PANEL SHALL BE WIRE IN RACEWAY ONLY. MC CABLE IS ONLY ACCEPTABLE FOR 20A BRANCH CIRCUITS.
8. WHEREVER THE WORD "PROVIDE" IS USED ON THE ELECTRICAL DRAWINGS, IT SHALL BE INFERRED TO MEAN "FURNISH AND INSTALL", UNLESS NOTED OTHERWISE.
9. OUTLET BOXES FOR FIRE ALARM AND GFCI DEVICES SHALL BE DEEP BOXES (2-1/8" MINIMUM). ALL OTHER OUTLET BOXES SHALL BE STANDARD DEPTH (1-1/2" MINIMUM) UNLESS NOTED OTHERWISE.
10. THE ARRANGEMENT, GROUPING, AND ROUTING OF BRANCH CIRCUITS SHALL BE PROVIDED AT THE CONTRACTOR'S DISCRETION IN ACCORDANCE WITH GENERALLY ACCEPTED PRACTICE FOR ELECTRICAL WORK, THE NATIONAL ELECTRICAL CODE REQUIREMENTS, LOCAL ORDINANCES, AND THE FOLLOWING: 1 - A COMMON NEUTRAL MAY BE INSTALLED IN A HOMERUN FOR 2 OR 3 BRANCH CIRCUITS ONLY IF A MEANS TO SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT OF ORIGIN IS PROVIDED PER NEC 210.4 B. 2 - MULTIPLE SINGLE-POLE BRANCH CIRCUITS (UP TO 3 HOTS, 3 NEUTRALS AND 1 GROUND) RATED FOR 20A OR LESS MAY BE PULLED INTO A SINGLE RACEWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING THE RACEWAYS AND DE-RATING CONDUCTORS PER NEC 310.15. 3 - A GROUND CONDUCTOR SHALL BE PROVIDED IN ALL RACEWAYS UNLESS NOTED OTHERWISE.
11. REFER TO THE ARCHITECTURAL DRAWINGS FOR PROJECT PHASING.

GENERAL LIGHTING NOTES

1. SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR THE EXACT LOCATION OF ALL CEILING MOUNTED LIGHTING FIXTURES. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING DETAILS OF LIGHT FIXTURE TO ACOUSTICAL CEILING SYSTEM AND STRUCTURE.
2. LIGHTING FIXTURE CATALOG NUMBERS ARE INDICATIVE OF THE STYLE OF FIXTURE REQUIRED. CONTRACTOR SHALL PROVIDE FIXTURES WITH THE PROPER TRIM, VOLTAGE AND OPTIONS NECESSARY FOR INSTALLATION.
3. REGARDLESS OF CATALOG NUMBER INDICATED IN SCHEDULE, PROVIDE BATTERY BACKUP FOR ALL FIXTURES INDICATED ON THE DRAWINGS TO BE EMERGENCY TYPE.
4. REGARDLESS OF CATALOG NUMBER INDICATED IN SCHEDULE, ALL EXIT SIGNS SHALL BE PROVIDED WITH BATTERY BACKUP. SHALL BE WIRED AHEAD OF LOCAL SWITCH AND SHALL NOT BE SWITCHED.

GENERAL LOW VOLTAGE NOTES

1. EXTEND A 1" CONDUIT WITH PULL WIRE FROM EACH COMMUNICATION OUTLET AND FURNITURE DATA FEED LOCATION TO ABOVE THE LAY-IN CEILING. TURN CONDUIT 12" INTO CEILING CAVITY A MINIMUM OF 6" ABOVE THE CEILING AND TERMINATE WITH AN INSULATED THROAT BUSHING.
2. PROVIDE SLEEVES SIZED FOR 40% EXPANSION THROUGH WALL TO STORAGE ROOM.
3. SUPPORT CABLES WITH J-HOOKS. J-HOOKS SHALL BE PROVIDED AT INTERVALS LESS THAN 4 FEET. PROVIDE METAL SLEEVES FOR ALL WALL PENETRATIONS. DO NOT SUPPORT CABLES FROM STRUCTURE. SEAL ALL FIRE RATED WALL PENETRATIONS. REFER TO ARCHITECTURAL SPECIFICATIONS AND DRAWINGS FOR LOCATIONS AND REQUIREMENTS.
4. ALL COMMUNICATION CABLING SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE AND EIA/TIA STANDARDS.
5. CABLE SHALL BE CONCEALED IN ALL FINISHED AREAS AND ROUTED PARALLEL OR PERPENDICULAR TO THE BUILDING STRUCTURE.

GENERAL EXISTING CONDITION NOTES

1. AREAS OF WORK EXIST FOR THIS PROJECT WHICH WERE NOT ACCESSIBLE OR HAD LIMITED ACCESS DURING DESIGN. AS SUCH, CONTRACTOR SHALL VERIFY ALL UTILITIES IN AREA OF WORK BEFORE DEMOLITION OF ANY SERVICE. ANY ELECTRICAL COMPONENTS NOT SHOWN SHALL BE IDENTIFIED AND THE ARCHITECT AND ENGINEER SHALL BE NOTIFIED AS SOON AS POSSIBLE. NO ELECTRICAL REWORK SHALL BE COMMENCED WITHOUT COORDINATION OF BOTH ARCHITECT AND ENGINEER. WHERE INFORMATION SHOWN ON THESE DRAWINGS CONFLICTS WITH VERIFIED FIELD CONDITIONS, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER.
2. IN AREAS WHERE THE EXISTING CEILINGS ARE NOT SLATED TO BE REPLACED, THE CONTRACTOR SHALL WORK THROUGH THE EXISTING CEILINGS (SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR AREA OF WORK). THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY DAMAGED TILE OR GRID THAT IS A RESULT OF THEIR WORK.
3. WHERE INSTALLATION REQUIRES CUTTING OR DRILLING OF THE EXISTING FLOOR SLAB, THE CONTRACTOR SHALL X-RAY THE EXISTING SLAB PRIOR TO WORK TO ENSURE THAT NO EXISTING UTILITIES OR STRUCTURAL ELEMENTS IN THE SLAB WILL BE COMPROMISED BY THE WORK. NOTIFY THE A/E OF ANY CONFLICTS THAT WILL REQUIRE RELOCATING THE PROPOSED SLAB WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED UTILITIES OR STRUCTURAL ELEMENTS CAUSED BY THE SLAB DEMOLITION.

GENERAL ELECTRICAL DEMOLITION NOTES

1. ALL ELECTRICAL EQUIPMENT TO BE REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER. THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIALS UNTIL RELEASED BY THE OWNER'S PROJECT MANAGER. MATERIALS THAT THE OWNER'S PROJECT MANAGER CHOOSES TO RETAIN SHALL BE DELIVERED BY THE CONTRACTOR TO A LOCATION DESIGNATED BY THE PROJECT MANAGER. ALL OTHER MATERIALS SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.

GENERAL HVAC NOTES

1. THE DRAWINGS SHOW THE GENERAL ARRANGEMENT AND LOCATION OF EQUIPMENT, DUCTWORK, PIPING, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE MECHANICAL INSTALLATION IN THE STRUCTURE AND OTHER TRADES AND SHALL PROVIDE ADDITIONAL OFFSETS AND FITTINGS AS NECESSARY.
2. COORDINATE WORK WITH AUTHORITY HAVING JURISDICTION AND OBTAIN PERMITS AND INSPECTIONS.
3. PROVIDE OWNER WITH CERTIFICATES OF FINAL INSPECTION AND ACCEPTANCE FROM AUTHORITY HAVING JURISDICTION.
4. THE HVAC SCOPE IS TO REPLACE EXISTING SUPPLY DIFFUSERS AND RETURN GRILLES IN PLACE UTILIZING THE EXISTING FLEXIBLE DUCTWORK SERVING THEM. THE BASIS OF DESIGN FOR THE REPLACEMENT SUPPLY DIFFUSERS IS A PRICE ASPD (OR EQUIVALENT) AND REPLACEMENT RETURN GRILLE IS PRICE 80 (OR EQUIVALENT).

LIGHT SWITCH	DESCRIPTION
3	THREE WAY
D	0-10V DIMMER
OS	OCCUPANCY SENSOR

LINE LEGEND

SYMBOL	DESCRIPTION
(thin line)	EXISTING TO REMAIN
(heavy line)	NEW CONSTRUCTION
(dashed line)	DEMOLISH

WIRE SIZING CHART 20 AMP BRANCH CIRCUITS

DISTANCE 120V	MINIMUM WIRE SIZE
0 - 85 FEET	#12 AWG
86 - 230 FEET	#10 AWG
231 - 446 FEET	#8 AWG

LIGHTING SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(fixture)	LIGHT FIXTURE (TYPICAL ALL DIMENSIONS)	$	LIGHT SWITCH, SINGLE POLE
(shaded fixture)	LIGHT FIXTURE (SHADING INDICATES EMERGENCY TYPICAL ALL LIGHTING SYMBOLS)	$X	LIGHT SWITCH, "X" INDICATES SWITCH TYPE
(strip)	STRIP LIGHT FIXTURE	$x	LIGHT SWITCH, LOWERCASE LETTER INDICATES SWITCHLEG
(circle)	LIGHT FIXTURE (TYPICAL ALL DIMENSIONS)		
(wall)	WALL-MOUNTED LIGHT FIXTURE		
(exit)	EXIT SIGN, SINGLE SIDED (ARROWS INDICATE CHEVRON DIRECTION)		

POWER AND TELECOMMUNICATIONS SYMBOL LEGEND

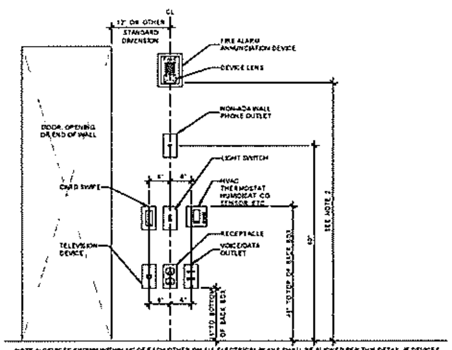
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(duplex) X	DUPLEX RECEPTACLE "X" INDICATES RECEPTACLE TYPE	(triangle)	2-DROP COMMUNICATION OUTLET
(GFCI) X	GFCI DUPLEX RECEPTACLE "X" INDICATES RECEPTACLE TYPE	(triangle)	COMMUNICATION OUTLET (ROUGH-IN ONLY)
(quad) X	QUADRUPLEX RECEPTACLE "X" INDICATES RECEPTACLE TYPE	TV	TELEVISION OUTLET (WALL MOUNTED, ROUGH-IN ONLY)
(floor)	FLOOR MOUNTED RECEPTACLE (TYPICAL ALL TYPES)	WAP	WI-FI ACCESS POINT (CEILING MOUNTED)
(J) X	JUNCTION BOX (WALL MOUNTED) "X" INDICATES JUNCTION BOX TYPE	T	THERMOSTAT (WALL MOUNTED, ROUGH-IN ONLY)
(J) X	JUNCTION BOX (FLOOR MOUNTED) "X" INDICATES JUNCTION BOX TYPE	H	HUMIDISTAT (WALL MOUNTED, ROUGH-IN ONLY)
$X	CONTROL SWITCH, "X" INDICATES SWITCH TYPE	S	SPEAKER (CEILING MOUNTED, OWNER PROVIDED)
		(panel)	PANELBOARD - BRANCH, SURFACE MOUNTED

ELECTRICAL CODES & STANDARDS

CODE	DESCRIPTION
IBC (2015)	INTERNATIONAL BUILDING CODE
IECC (2009)	INTERNATIONAL ENERGY CONSERVATION CODE
NFPA 70 (2014)	NATIONAL ELECTRICAL CODE

MECHANICAL CODES & STANDARDS

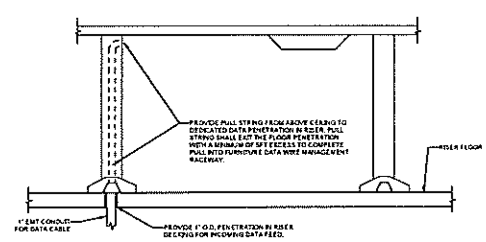
CODE	DESCRIPTION
IBC (2015)	INTERNATIONAL BUILDING CODE
IECC (2009)	INTERNATIONAL ENERGY CONSERVATION CODE
IMC (2015)	INTERNATIONAL MECHANICAL CODE
NFPA 90A (2009)	STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING & VENTILATING SYSTEMS



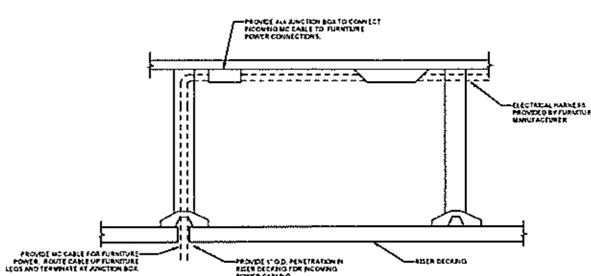
NOTE 1: DEVICES SHOWN WITHIN 48" OF EACH OTHER ON ALL ELECTRICAL PLANS SHALL BE ALIGNED PER THIS DETAIL. IF DEVICES ARE SHOWN IN MIDDLE OF WALL, THEN CENTER DEVICES ON WALL.

NOTE 2: MOUNT 80" ABOVE FINISHED FLOOR WHERE POSSIBLE. WHERE CEILING HEIGHTS DO NOT ALLOW THIS HEIGHT, MOUNT 6" BELOW CEILING. WHERE OBSTRUCTIONS DO NOT ALLOW THIS HEIGHT, MOUNT 80" TO 96" ABOVE FINISHED FLOOR. ALL MOUNTING HEIGHTS FOR NOTIFICATION DEVICES SHALL BE MEASURED TO THE BOTTOM OF THE LENS.

1 / ME001 — DEVICE ALIGNMENT DETAIL
NOT TO SCALE



2 / ME001 — FURNITURE EQUIPMENT DATA DETAIL
NOT TO SCALE



3 / ME001 — FURNITURE EQUIPMENT POWER DETAIL
NOT TO SCALE

GLICK BOEHM ARCHITECTURE

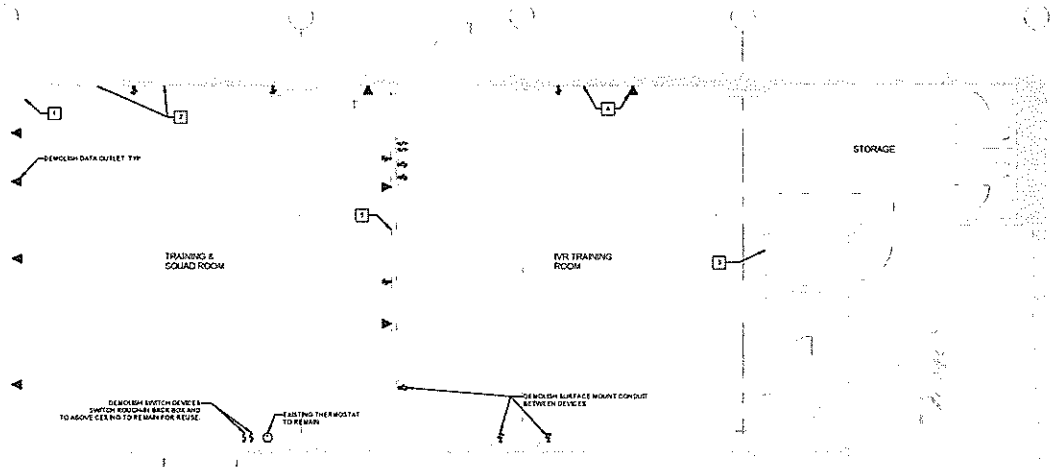
DWG CONSULTING ENGINEERS

REV. NO.	DATE	DESCRIPTION

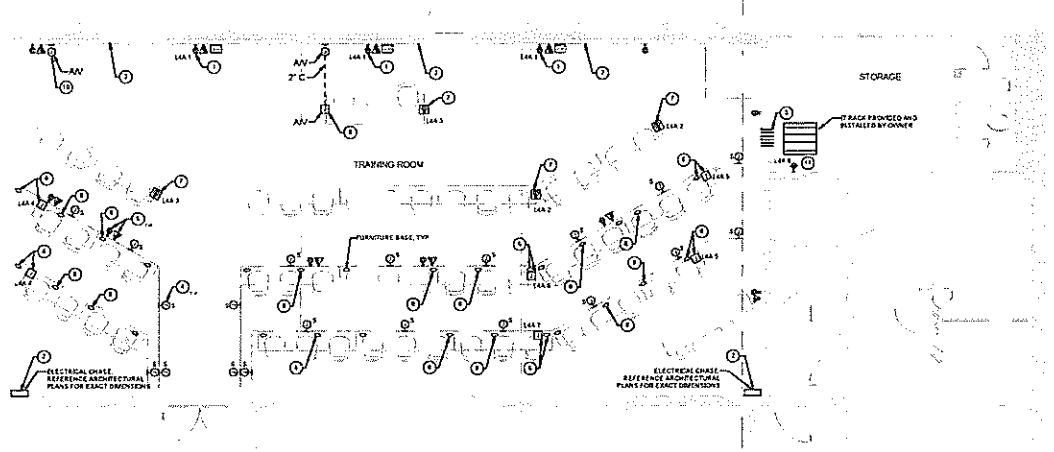
LOCKWOOD POLICE STATION TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

NOTES & LEGENDS

ME001



1 ME101 ELECTRICAL POWER DEMOLITION PLAN
SCALE 1/4" = 1'-0"



2 ME101 ELECTRICAL POWER RENOVATION PLAN
SCALE 1/4" = 1'-0"

DEMOLITION KEYED NOTES

1. LOCATION OF EXISTING DATA RACK. DATA RACK TO BE RELOCATED BY OWNER IT DEPARTMENT. COORDINATE POWER AND DATA DEMOLITION ASSOCIATED WITH EXISTING RACK WITH OWNER IT DEPARTMENT.
2. DEMOLISH WIREWAY ASSOCIATED WITH EXISTING SMART BOARD AND TV'S.
3. DEMOLISH SURFACE MOUNT CONDUITS. TRACE CIRCUITS IN EXISTING SEMI RECESSED JUNCTION BOXES. IF EXISTING CIRCUITS FEED ADJACENT AV LAB RELOCATE SEMI RECESSED JUNCTION BOXES TO ABOVE CEILING.
4. DEMOLISH WIREWAY FEEDING DATA AND PHONE OUTLETS.
5. CURTAIN WALL WILL BE DEMOLISHED. DEMOLISH ALL DEVICES AND WIREWAY CONTAINED WITHIN WALL. DEMOLISH CONDUIT AND WIRING BACK TO NEAREST JUNCTION BOX.

RENOVATION KEYED NOTES

1. PROVIDE DUPLEX RECEPTACLE FLUSH MOUNTED IN WALL BEHIND WALL MOUNT TV. PROVIDE ONE NEW DEDICATED 20AMP CIRCUIT FOR THE UPS TV RECEPTACLES. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF AV OUTLETS, AND ASSOCIATED DUPLEX RECEPTACLE SUCH THAT DEVICES ARE CONCEALED BY TV. ALL DATA AND AV CORDS SHALL BE HIDDEN FROM VIEW.
2. PROVIDE 3" J-HOOKS ABOVE CEILING FOR DATA RACEWAY. J-HOOKS SHALL BE INSTALLED FROM LOCATION INDICATED TO IT RACK WITH A MAXIMUM DISTANCE OF 48" BETWEEN HOOKS.
3. PROVIDE (1)1" EMT CONDUITS WITH INSULATED THROAT BUSHINGS ABOVE CEILING FOR AV & DATA RACEWAY BETWEEN TRAINING ROOM AND STORAGE ROOM.
4. JUNCTION BOX FOR STEP LIGHT "S". PROVIDE NEW 20AMP CIRCUIT. REFERENCE LIGHT FIXTURE SCHEDULE FOR TYPE S SPECIFICATION.
5. PROVIDE DUPLEX RECEPTACLE AND DATA OUTLET FLUSH MOUNTED IN THE FRONT FACE OF SEATING RISER. PROVIDE 1" CONDUIT FROM DATA OUTLETS TO (1) ELECTRICAL CHASE SPACE AND TURN UP INTO CEILING SPACE. PROVIDE PLASTIC BUSHINGS ON END OF CONDUIT.
6. FURNITURE POWER CONNECTION. PROVIDE 4SQ JUNCTION BOX UNDER FURNITURE TABLE TOP FOR CONNECTION TO FURNITURE POWER ELECTRICAL CONNECTOR. MC CABLE SHALL UTILIZE FURNITURE BASE AS RACEWAY. COORDINATE EXACT JUNCTION FURNITURE BASE LOCATIONS WITH FURNITURE SHOP DRAWINGS. SEE FURNITURE EQUIPMENT POWER DETAIL FOR INFORMATION.
7. CUT AND REPAIR EXISTING SLAB AS REQUIRED TO PROVIDE POKE THROUGH FLOOR BOXES. PROVIDE DUPLEX RECEPTACLE FLOOR BOX WITH CLOSING WHERE REUSE COVER/PLATE. COORDINATE EXACT FLOOR BOX LOCATION WITH POWER FEED ON MOBILE FURNITURE SHOP DRAWINGS.
8. FURNITURE DATA CONNECTION. PROVIDE 1" CONDUIT WITH PULL STRING TO ELECTRICAL CHASE SPACE AND TURN UP INTO CEILING SPACE. DATA CABLING SHALL UTILIZE FURNITURE LEG SUPPORTS AS RACEWAY. DATA AND POWER SHALL NOT BE COMBINED IN THE SAME LEG SUPPORT. FINAL CONNECTION TO FURNITURE DATA PORTS BY OWNER IT DEPARTMENT. SEE FURNITURE EQUIPMENT DATA DETAIL FOR INFORMATION.
9. PROVIDE AV FLOOR BOX FOR PRESENTATION TABLE. FLOOR BOX SHALL CONTAIN HDMI, AUDIO, MICROPHONE, AND DATA CONNECTIONS. PROVIDE (2) 1" CONDUITS WITH PULL STRING TO WALL BOX AND STUBBED UP ABOVE CEILING. ALL WIRING INSTALLED AND PROVIDED BY OWNER.
10. PROVIDE AV WALL BOX FOR SIDE PRESENTATION LOCATION. WALL BOX SHALL CONTAIN HDMI, STEREO AUDIO, AND MICROPHONE CONNECTIONS. PROVIDE (2) 1" CONDUITS WITH PULL STRINGS STUBBED UP ABOVE CEILING. ALL WIRING INSTALLED AND PROVIDED BY OWNER.
11. DEDICATED 20AMP CIRCUIT FROM PANEL 1AA FOR IT RACK.

GENERAL NOTES

1. REMOVE EXISTING SURFACE MOUNTED WIREWAYS FOR AV, DATA, AND RECEPTACLES.
2. PROVIDE NEW 20AMP CIRCUIT BREAKERS FOR EACH CIRCUIT AS SHOWN PLANS FOR FLOOR BOX RECEPTACLE OR FURNITURE CONNECTIONS. CIRCUIT NUMBER ON PLANS SHOWN CIRCUIT QUANTITY ONLY. NEW CIRCUITS TO BE FED FROM PANELBOARD 1AA LOCATED ADJACENT TO CLERK SPACE APPROXIMATELY 75'-0" FROM TRAINING ROOM. NEW CIRCUITS TO BE ROUTED ABOVE LAY-IN CEILING. HOME RUNS BACK TO PANEL SHALL BE IN CONDUIT. EXISTING PANEL IS A GE A SERIES PANELBOARD WITH GE CIRCUIT BREAKERS.
3. CONNECT GENERAL USE RECEPTACLES ON THE FRONT FACE OF THE FURNITURE RISER AND PERIMETER WALLS TO EXISTING RECEPTACLE CIRCUITS. PLACE A MAXIMUM OF 8 RECEPTACLES ON (1) 20AMP CIRCUIT.

GBA
GLICK BOEHM ARCHITECTURE
ARCHITECTURE | PLANNING | INTERIOR DESIGN
215 Meeting Street, Suite 200 | Charleston, South Carolina 29401
T 843.723.7007 www.glickboehm.com

DWG CONSULTING, INC.
Design Management Consultants
1300 Avondale Ave., Suite 210 | Mount Pleasant, SC 29464
Phone (843) 849-7100 | Fax (843) 849-9148

REV. NO.	DATE	DESCRIPTION

BRIAN C. CONSTANTINE
LICENSED
No. 27045
STATE OF SOUTH CAROLINA

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION

CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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GLICK BOEHM & ASSOCIATES, INC.

JOB NUMBER	1705
PROJECT MGR.	ACM
DRAWN BY	ACM
CHECKED BY	MAW
APPROVED BY	MAW
DATE ISSUED FOR:	
FOR PERMIT	09/01/2015

ELECTRICAL POWER PLANS

ME101

LIGHT FIXTURE PLAN KEY

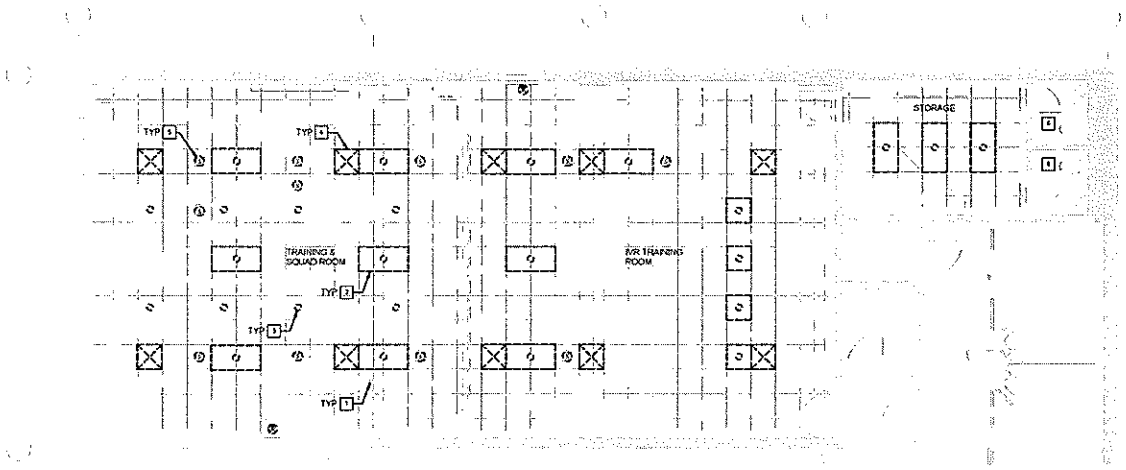
SHADING INDICATES EMERGENCY FIXTURE SUPPLIED WITH EMERGENCY BATTERY BACKUP.

A1 = UPPERCASE LETTER / NUMBER INDICATE FIXTURE TYPE
a = LOWERCASE LETTER INDICATES SWITCH IDENTIFICATION
NL = INDICATES NON-SWITCHED "NIGHT LIGHT"
A2 = DESIGNATES PANEL NAME, CIRCUIT NUMBER

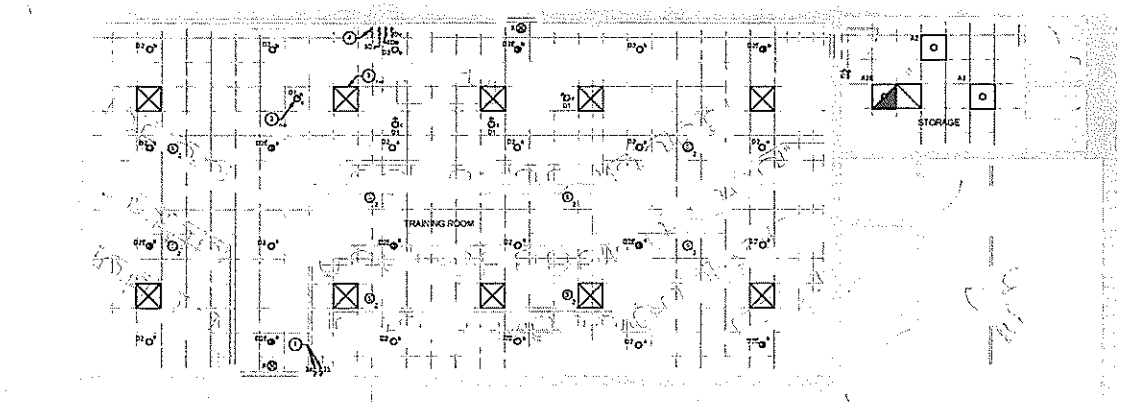
ALL EMERGENCY FIXTURES INDICATED ON PLAN CONTAIN EMERGENCY BATTERY BACKUP. ALL EMERGENCY BACKUP FIXTURES REQUIRE AN EXTRA CONSTANT POWER CONDUCTOR TO BE CONNECTED TO THE EMERGENCY BACKUP FOR CHARGING. THIS CONDUCTOR MUST NOT BE CONTROLLED BY ANY LIGHTING SYSTEM OR HAVE POWER INTERRUPTED AT ANY TIME. "NL" FIXTURES SHALL HAVE ABSOLUTELY NO LIGHTING CONTROL AND SHALL BE OPERATIONAL AT ALL TIMES.

LIGHT FIXTURE SCHEDULE

FIXTURE SPECIFICATIONS				LAMPING			ELECTRICAL			
TYPE	FIXTURE DESCRIPTION	MANUFACTURER	CAT. #	NO.	LAMP TYPE	TOTAL LUMENS	COLOR TEMP.	LOAD (VA)	VOLTS	MOUNTING REMARKS	NOTES
A2	2X2 LED TROFFER	COLUMBIA	LET 2X2-[illegible]		LED	2500	3500 K	27	120 V	RECESSED ACT CEILING	
A2E	2X2 LED TROFFER INTEGRAL EMERGENCY BATTERY	COLUMBIA	LET 2X2-[illegible]		LED	2500	3500 K	27	120 V	RECESSED ACT CEILING	
D1	6" RECESSED DOWNLIGHT ADJUSTABLE 0-10V DIMMABLE	LITON	LHAA 6R 2G20 [illegible]		LED	2500	3500 K	19	120 V	RECESSED ACT CEILING	
D2	6" RECESSED DOWNLIGHT 0-10V DIMMABLE	LITON	LHALR WWF 242 840 T35		LED	3500	3500 K	42	120 V	RECESSED ACT CEILING	
D2E	6" RECESSED DOWNLIGHT 0-10V DIMMABLE INTEGRAL EMERGENCY BATTERY	LITON	LHALR WWF 242 840 T35		LED	3500	3500 K	19	120 V	RECESSED ACT CEILING	
S	WIRELESS STEP LIGHT	PRESCOLITE	WSL-[illegible]		LED	120	3000 K	4	120 V	MOUNTED IN STANDARD 3" X 4" JUNCTION BOX	
X	SINGLE FACED EDGE LIT EXIT SIGN	DUALITE	SLWF-[illegible]		LED			7	120 V	SURFACE MOUNTED EXIT SIGN. MOUNT TO EXISTING JUNCTION BOX	



1 ME201 MECHANICAL/ELECTRICAL CEILING DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



2 ME201 MECHANICAL/ELECTRICAL CEILING RENOVATION PLAN
SCALE: 1/4" = 1'-0"

DEMOLITION KEYED NOTES

1. EXISTING FIRE SPRINKLER HEADS TO REMAIN. PROTECT SPRINKLER HEADS DURING DEMOLITION AND RENOVATION PHASES.
2. DEMOLISH EXISTING 2X4 AND 2X2 TROFFERS.
3. DEMOLISH EXISTING RECESSED CAN LIGHT FIXTURES.
4. EXISTING SUPPLY AND RETURN GRILLE TO BE DISCONNECTED FROM EXISTING FLEXIBLE DUCTWORK. CONTRACTOR SHALL RECORD AND NOTE SIZE OF EXISTING DIFFUSER NECK FOR REPLACEMENT.
5. DEMOLISH EXISTING SPEAKER SYSTEM.
6. RESTROOMS ARE EXISTING TO REMAIN. ELECTRICAL DEVICES IN RESTROOMS TO REMAIN POWERED AFTER RENOVATION IS COMPLETE.

RENOVATION KEYED NOTES

1. PROVIDE NEW SWITCHES AND COVER PLATE. INSTALL IN EXISTING BACK BOX.
2. CONNECT NEW LIGHTING TO EXISTING LIGHTING CIRCUIT FEEDING AREA. PROVIDE CONSTANT HOT FOR ALL EMERGENCY FIXTURES AND EXIT SIGNS.
3. INSTALL NEW PLAQUE SUPPLY AND CUBE-CORE RETURN DIFFUSERS AS SHOWN IN ORIGINAL PLACE CONNECTING DUCT TO EXISTING FLEX DUCT. INSULATE THE ENTIRE TOP OF THE SUPPLY DIFFUSERS.
4. PROVIDE SWITCH FOR FURNITURE RIDER STEP LIGHTS TYPE "S". REFERENCE MEP/FP POWER PLANS FOR STEP LIGHT LAYOUT

GENERAL NOTES

GLICK BOEHM ARCHITECTURE
DWG CONSULTING ENGINEERS

REV. NO.	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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JOB NUMBER 1305
PROJECT MGR. BEG
DRAWN BY ACR
CHECKED BY MAU
APPROVED BY MAU
DATE ISSUED FOR
FOR PERMIT 06/05/2015

MECHANICAL/ ELECTRICAL CEILING PLANS

ME201

GLICK BOEHM ARCHITECTURE

DWG CONSULTING ENGINEERS

REV. NO.	DATE	DESCRIPTION

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION

CHARLESTON POLICE DEPARTMENT

180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

PROJECT MGR.	ACM
DRAWN BY	ACM
CHECKED BY	MAU
APPROVED BY	MAU
DATE ISSUED FOR:	

ELECTRICAL SPECIFICATIONS

E301

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 31, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-B057R – CPD Training Room Renovations Project

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **Sheet A110 Detail 7 – Wall Types denotes three different wall types. The wall types are not noticed on any of the floor plans. Please provide location of each wall type.**

A-1 The wall tags have been added to the revised/updated A100 drawing that will be posted on our website.

Q-2 **May I get a list of the attendees to the Pre-Bid Meeting that took place on 10/28/2019?**

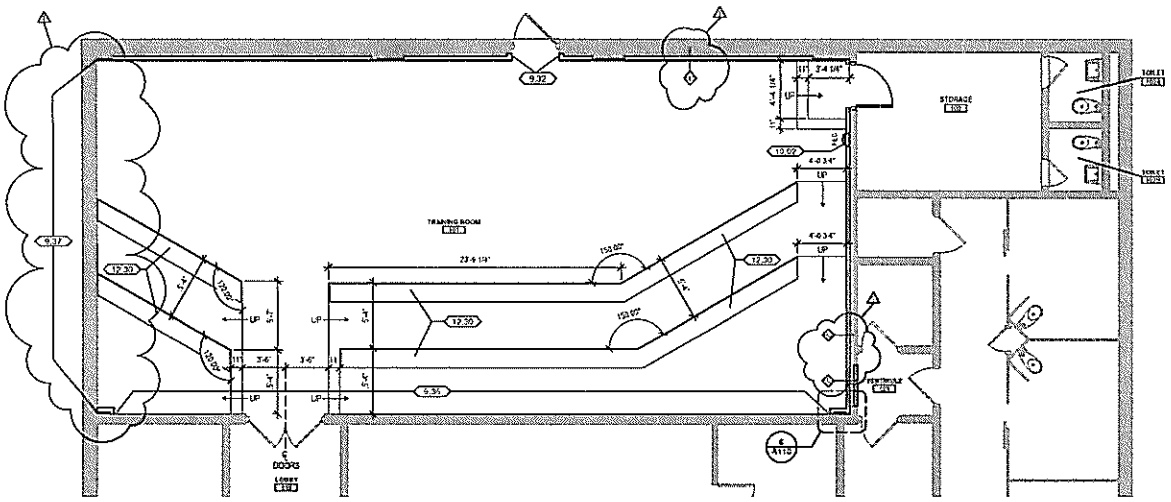
A-2 That information will be posted on our website.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

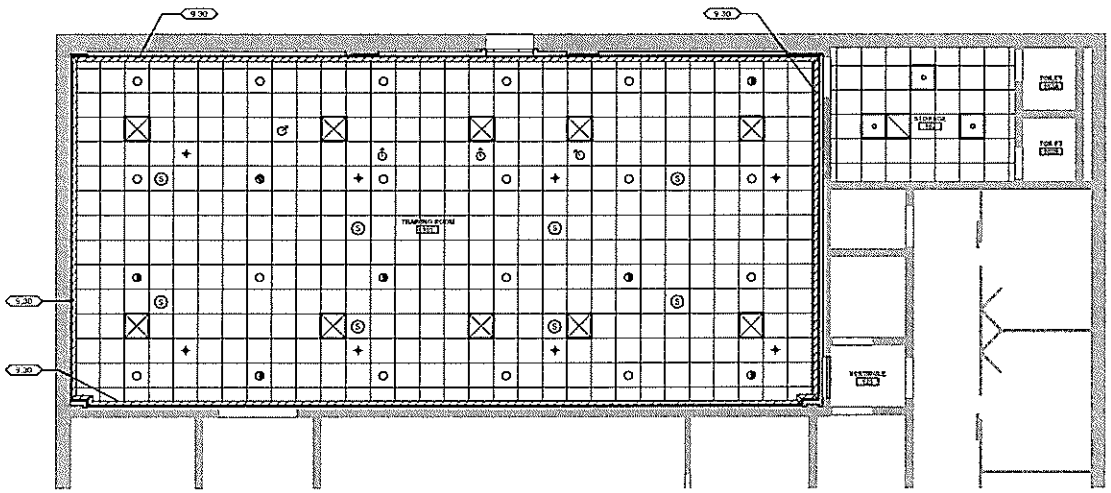
_____ _____
Signature of Acknowledgement Date

_____
Company Name

EXHIBIT B
Rev. Drawing



1 FIRST FLOOR PARTIAL PLAN
SCALE 1/4" = 1'-0"



2 FIRST FLOOR PARTIAL REFLECTED CEILING PLAN
SCALE 1/4" = 1'-0"

GENERAL PLAN NOTES

1	UPON BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS AND VERIFY EXISTING CONDITIONS AND COMPARE RESULTS
2	REFER TO G000 FOR GENERAL PROJECT NOTES
3	REFER TO A400 FOR DOOR SCHEDULE AND TYPES.
4	REFER TO A400 FOR DOOR DETAILS.
5	PROVIDE A MINIMUM OF 20 GAUGE SHEET METAL BLOCKING OR WOOD BLOCKING FOR ALL WALL MOUNTED CABINETS, SHELVES, EQUIPMENT, ACCESSORIES, AND TVS.
6	REFER TO A400 FOR INTERIOR ELEVATIONS
7	REFER TO G100 FIRE SAFETY PLAN FOR FIRE EXTINGUISHER TYPES AND LOCATIONS.
8	DO NOT SCALE PLANS

PLAN NOTES

1	REFER TO A110 FOR WALL DETAILS
2	REFER TO A110 FOR ALL PLATFORM FRAMING DETAILS

LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- EXISTING WALL TO REMAIN
- NEW NON-STRUCTURAL WALL
- FEC — FIRE EXTINGUISHER & CABINET
- 101 — DOOR MARK
- 12 — WALL TYPE MARK
- 1 — NEW CONSTRUCTION KEYNOTE TAG

KEYNOTE LEGEND

KEY VALUE	KEYNOTE TEXT
9.30	NEW WOOD CROWN MOULDING. CAN'T PAINT "PNT-3"
9.32	NEW GYP. BOARD RETURN TO EXISTING METAL DOOR JAMB. NO CASING. BASE TO RETURN TO METAL JAMB.
9.36	INSTALL NEW 5/8" GYP. BOARD AT DEMOLISHED 36" HIGH WAINSCOT. NEW SKIM COAT FINISH ACROSS EXISTING PLASTER WALL. PAINT
9.37	INFILL BOTTOM OF WALL AT DEMOLISHED 36" HIGH WAINSCOT WITH 5/8" GYP ON P.T. 2X4 SLEEPERS EVERY 16" O.C. OR AS REQUIRED TO MATCH EXISTING WALL ABOVE ALONG THIS ENTIRE WALL. PAINT.
10.02	NEW FIRE EXTINGUISHER CABINET
12.30	TIERED AUDITORIUM PURCHASED AND INSTALLED BY OWNER. REFER TO A100. TABLE TO BE 18" x 48". SPECIFICATION TO BE: SEDIA SYSTEMS "MS TRAINING TABLES" OR APPROVED EQUAL. REFER TO PLAN FOR LENGTHS AND PROFILE. IT MUST INCLUDE LAMINATE TOP WITH PVC EDGE, METAL C-LEG, LAMINATE MODESTY PANEL, WIRE MANAGEMENT SYSTEM WITH ACCESS DOOR IN LEG. EACH SEAT IS TO HAVE ONE SIMPLEX OUTLET, ONE DATA AND ONE USB CHARGING PORT.

GENERAL CEILING PLAN NOTES

1	ALL CEILING HEIGHTS ARE EXISTING TO REMAIN, U.O.N.
2	ALL NOTED CEILING HEIGHTS ARE RELATIVE TO THE FINISH FLOOR BELOW
3	ALL DIMENSIONS ARE TO FINISH FACE OF SOFFIT OR PARTITION AND TO CENTERLINE OF LIGHT FIXTURE, U.O.N.
4	CENTER RECESSED DOWNLIGHTS IN CEILING SYSTEM, U.O.N.
5	REFER TO MECHANICAL DRAWINGS FOR DIFFUSER TYPES. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLACEMENT OF DEVICES. NOTIFY ARCHITECT OF ANY POTENTIAL CONFLICTS PRIOR TO PROCEEDING WITH WORK
6	REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE TYPES. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLACEMENT OF FIXTURES. NOTIFY ARCHITECT OF ANY POTENTIAL CONFLICTS PRIOR TO PROCEEDING WITH WORK.
7	REFER TO SHEET A400 FOR FINISH SCHEDULE AND LEGEND FOR CEILING TYPES AND MATERIALS

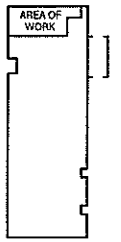
CEILING PLAN NOTES

1	REFER TO FINISH LEGEND AND FINISH SCHEDULE FOR CEILING TYPES AND MATERIALS.
2	COORDINATE REFLECTED CEILING PLANS WITH ELECTRICAL, MECHANICAL, STRUCTURAL, FIRE PROTECTION AND ROOM FINISH SCHEDULE.
3	IN THE CASE OF MINOR DISCREPANCIES IN THE LOCATION OF CEILING MOUNTED COMPONENTS THE REFLECTED CEILING PLAN SHALL GOVERN. IN THE CASE OF MAJOR DISCREPANCIES, THE ARCHITECT SHALL BE NOTIFIED PRIOR TO PROCEEDING WITH THE WORK.
4	REFER TO MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR MOUNTING LOCATIONS OF ITEMS WHERE NO CEILING IS INDICATED OR REQUIRED.
5	LIGHTS, DIFFUSERS, EXIT SIGNS, SMOKE DETECTORS, SPEAKERS, GENERAL ALARM SPEAKERS/STROBES AND OTHER DEVICES SHALL BE CENTERED IN THE CEILING TILES IN WHICH THEY OCCUR, UNLESS NOTED OTHERWISE. REFER TO MECHANICAL AND ELECTRICAL FOR LOCATIONS.

LEGEND & SYMBOLS

- AREA NOT IN SCOPE OF WORK
- NEW 2x2 ACT TILES IN EXISTING GRID. REFER TO FINISH SCHEDULE A140. CLEAN EXISTING GRID
- NEW WOOD CROWN MOLDING. REFER TO A400
- NEW 2' x 2' LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS
- NEW RECESSED CAN LIGHT FIXTURES. REFER TO ELECTRICAL DRAWINGS
- S — NEW CEILING MOUNTED SPEAKER. REFER TO ELECTRICAL DRAWINGS
- SUPPLY DIFFUSER. REFER TO MECHANICAL DRAWINGS
- RETURN DIFFUSER. REFER TO MECHANICAL DRAWINGS
- EXISTING SPRINKLER HEAD TO REMAIN
- 10'-0" — CEILING HEIGHT TAG
- 1 — NEW CONSTRUCTION KEYNOTE TAG

KEY PLAN



PROJ. GRAPHIC SCALE TRUE
0 4 8 12 16

GBA
GLICK BOEHM ARCHITECTURE

REV. NO.	DATE	DESCRIPTION
1	10/21/2019	REVISIONS PER PRICING

LOCKWOOD POLICE STATION
TRAINING ROOM RENOVATION
CHARLESTON POLICE DEPARTMENT
180 LOCKWOOD DRIVE
CHARLESTON, SC 29403

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JOB NUMBER 1935
PROJECT MGR. JK
DRAWN BY JK
CHECKED BY JK
APPROVED BY GB
DATE ISSUED FOR
PRICING 09/01/2019

FLOOR PLAN & REFLECTED CEILING PLAN

A100

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

"ORIGINAL"

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Bid Number: 19-B057R	**Bids will be received until:** November 12, 2019 @ 1:00pm
Bid Title: CPD (Police Department) Training Room Renovations **Mandatory Pre-Bid:** October 28, 2019 @ 10:30am, 180 Lockwood Blvd.	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Satchel Construction, LLC	**FEIN/SS#:** 27-2106369
Vendor Address: 2133 Dorchester Road	
City – State – Zip: North Charleston, SC 29405	
Telephone Number: 843.654.9250 x 9	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☑ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	**Title:** Director of Pre-Construction Services
Date: 11.11.2019	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **CPD (Police Department) Training Room Renovations Project.** Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

2. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid 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. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

3. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

4. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

Bid Number: 19-B057R	**Bids will be received until:** November 12, 2019 @ 1:00pm
Bid Title: CPD (Police Department) Training Room Renovations **Mandatory Pre-Bid:** October 28, 2019 @ 10:30am, 180 Lockwood Blvd.	
Mailing Date: October 4, 2019	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Satchel Construction, LLC	
Company Name As registered with the IRS	Authorized Signature
2133 Dorchester Road	Josh Fuller
Correspondence Address	Printed Name
North Charleston, SC 29405	Director of Pre-Construction Services
City, State, Zip	Title
josh@satchelconstruction.com	843. 654-9250 x 9
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
2133 Dorchester Road	11.11.2019
Remittance Address	Date
North Charleston, SC 29405	27-2016369
City, State, Zip	Federal Tax ID (FEIN)/SS Number
	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☑ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

   ☑ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

   AND

   ☑ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

   OR

   ☐ **Affidavit C** – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Satchel Construction, LLC

Signature — Date: 11.11.2019

Print Name: Josh Fuller — Title: Director of Pre-Construction Services

Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of Satchel Construction, LLC
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

○ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

☒ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

○ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

☒ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

☒ 5. Attended any pre-solicitation meetings scheduled by the City.

☒ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

☒ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

○ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

○ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

○ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

☒ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority · Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 11.11.2019 Name of Authorized Officer (Print/Type): Josh Fuller

Signature:

Title: Director of Pre-Construction Services

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, Josh Fuller, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact ABC Construction	Minority Firm Address P.O. Box 2163 - Moncks Corner, SC 29461
Minority Firm Telephone Number: (843) 709-4643 Minority Firm Fax Number: DBE Certification Number: 0110011081	Minority Group Type ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
2. Minority Firm Name and Contact Bonilla's Painting	Minority Firm Address 1130 Royle Rd, Lot 3 Ladson, SC 29456
Minority Firm Telephone Number: 843-202-5322 Minority Firm Fax Number: DBE Certification Number: 04-102418-98	Minority Group Type ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
3. Minority Firm Name and Contact C. L. Bryant Heating and Air	Minority Firm Address 1078 Schurlknight Rd. St. Stephens, SC 29479
Minority Firm Telephone Number: (843) 830-4477 Minority Firm Fax Number: DBE Certification Number: 0112061275	Minority Group Type ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
4. Minority Firm Name and Contact Finishing Touch	Minority Firm Address 192 Neiman Drive, Holly Hill, SC 29059
Minority Firm Telephone Number: (803).664.1273 Minority Firm Fax Number: DBE Certification Number: 01081518-70	Minority Group Type ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11.11.2019 Name of Authorized Officer (Print/Type): Josh Fuller

Sworn to before me this 11 day of November, 20 19

Notary Public for the State of South Carolina

My Commission Expires: April 25, 2027

Print Name: Tonya K. Verhanovitz

Phone Number: 843-654-9250

Address: 2133 Dorchester Rd. N. Chas. 29405

Signature:

Title: Director of Pre-Construction Services

TONYA K. VERHANOVITZ NOTARY PUBLIC COM. EXP. APRIL 25, 2027 SOUTH CAROLINA

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, Josh Fuller, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Hunt Electric	**Minority Firm Address** 4942 Amberwood Lane, North Charleston, SC 29418
Minority Firm Telephone Number (843) 751-6064 **Minority Firm Fax Number** **DBE Certification Number**	**Minority Group Type** ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
2. Minority Firm Name and Contact P.C. Painting, LLC	**Minority Firm Address** 523 Spann Street, Mt. Pleasant, SC 29464
Minority Firm Telephone Number (843) 696-2324 **Minority Firm Fax Number** **DBE Certification Number** 0110011074	**Minority Group Type** ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
3. Minority Firm Name and Contact Prosperity Customizie Painters LLC	**Minority Firm Address** 101 Mossy Oaks, Goose Creek, SC 29445
Minority Firm Telephone Number 843 209-7108 **Minority Firm Fax Number** **DBE Certification Number** 01092718-92	**Minority Group Type** ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
4. Minority Firm Name and Contact SmithCo Services, LLC	**Minority Firm Address** 1294 Maryland Drive, Ladson, SC 29456
Minority Firm Telephone Number (843) 460-5073 **Minority Firm Fax Number** **DBE Certification Number**	**Minority Group Type** ☑ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11.11.2019 Name of Authorized Officer (Print/Type): Josh Fuller

Sworn to before me this 11 day of November, 2019

Notary Public for the State of South Carolina

My Commission Expires: April 25, 2027

Print Name: Tonya K. Vershanovitz

Phone Number: 843-654-9250

Address: 2133 Dorchester Rd. N. Chas 29405

Signature:

Title: Director of Pre Construction Services

Notary Seal: TONYA K. VERSHANOVITZ COM. EXP. NOTARY PUBLIC APRIL 25, 2027 SOUTH CAROLINA

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, Josh Fuller, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Summerville Mechanical, Inc	**Minority Firm Address** 199-B Farmington Road, Summerville, SC 29483
Minority Firm Telephone Number (843) 873-8032 **Minority Firm Fax Number** _____ **DBE Certification Number** 0304151057	**Minority Group Type** ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11.11.2019 Name of Authorized Officer (Print/Type): Josh Fuller

Sworn to before me this 11 day of November, 2019

Notary Public for the State of: South Carolina

My Commission Expires: April 25, 2027

Print Name: Tonya K. Verhanovitz

Phone Number: 843-654-9250

Address: 2133 Dorchester Rd. N Chas 29405

Signature: [signature]

Title: Pre-Construction Services

Notary Seal:

TONYA K. VERHANOVITZ COM. EXP. NOTARY PUBLIC APRIL 25, 2027 SOUTH CAROLINA

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of Satchel Construction, LLC (Name of Bidder). I hereby certify that on the CPD (Police Department) Training Room Renovations (Project Name), Total Project Amount $ 161,192.00

I will make a good faith effort to expend a minimum of 16.9 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Trash Gurl LLC	W	Disposal	$ 350.00
Smith Co Services	M	Electrical	$ 26895.00
			$
			$
			$
			$
			$

Total MBE Participation: 16.9 % $ 27,245.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11.11.2019 Name of Authorized Officer (Print/Type): Josh Fuller

Signature: [signature]

Title: Director of Pre-Construction Services

Sworn to before me this 11 day of November, 2019

My Commission Expires: April 25, 2027

Print Name: Tonya K. Verhanovitz

Phone Number: 843-654-9250

Address: 2133 Dorchester Rd. N. Chas 29405

Notary Public for the State of South Carolina

Notary Seal:

TONYA K VERHANOVITZ
COM. EXP.
NOTARY PUBLIC
APRIL 25, 2027
SOUTH CAROLINA

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: Harj Cheema
Address: 6555 Fain St
N Charleston, SC 29405
Phone/Fax: (604) 615-7271
Email: hcheema@nextintech.ca

Name: Lyudmila Sobchuk
Address: 804 Meeting Street, Suite 103
Charleston, SC 29403
Phone/Fax: 843.619.0154
Email: LSobchuk@sganwdesign.com

Name: Mark Bradshaw
Address: 1427 Clarkview Road, Suite 500
Baltimore, MD 21209
Phone/Fax: 443.921.4318
Email: mbradshaw@crcrealty.com

Name: Antonio White
Address: 28 Ehrhardt Street, MSC 109
Charleston, SC 29425
Phone/Fax: (843) 792-8873
Email: whianto@musc.edu

Name: Matt Schram
Address: 66 George Street
Charleston, SC 29424
Phone/Fax: (843) 509-0865
Email: schramwm@cofc.edu

ATTACHMENT A
Scope of Work

Demolition of existing training room and build-out of new training room. The scope includes but is not limited to framing, tiered seating, electrical, data conduit, carpeting, tables, and all finish work.

Qualifications

- Commercial Contracting License
- 10 Years' Experience in Commercial Building
- Completion of 5 similar projects over the past 5 years
- The City of Charleston reserves the right to review past projects of similar scope to verify experience
- Bid and Performance Bond
- The awarded contractor may be required to take a background check for work to be performed in the Police Department.

Lump Sum Bid: $161,192.00

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 – Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 31, 2019

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 19-B057R – CPD Training Room Renovations Project

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **Sheet A110 Detail 7 – Wall Types denotes three different wall types. The wall types are not noticed on any of the floor plans. Please provide location of each wall type.**

A-1 The wall tags have been added to the revised/updated A100 drawing that will be posted on our website.

Q-2 **May I get a list of the attendees to the Pre-Bid Meeting that took place on 10/28/2019?**

A-2 That information will be posted on our website.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

11.11.2019
Date

SATCHEL CONSTRUCTION, LLC.
Company Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
C. T. Lowndes - Mt. Pleasant Office
966 McCants Dr
Mt. Pleasant SC 29464

CONTACT NAME: Michele Gasque
PHONE (A/C, No, Ext): (843) 884-3159 FAX (A/C, No): (843) 881-8891
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SC Home Builder SIF	S6
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Satchel Construction, LLC
2133 Dorchester Rd
N Charleston SC 29405

COVERAGES CERTIFICATE NUMBER: 1920 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER			NO COVERAGE PROVIDED			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NO COVERAGE PROVIDED			COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $			NO COVERAGE PROVIDED			EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10020190006170A	01/01/2019	01/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the insureds operation
Jordan Fuller is excluded from coverage under Workers Compensation

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Willard A. Silcox III

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Flaugher
Brown & Brown of South Carolina 7515 Northside Dr, Suite 150 North Charleston SC 29420	PHONE (A/C, No, Ext): (843) 572-4567 FAX (A/C, No): E-MAIL ADDRESS: certificates@cbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Company of the Southeast	39926
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Satchel Construction LLC
2133 Dorchester Rd
North Charleston SC 29405

COVERAGES CERTIFICATE NUMBER: 1920 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER	Y	Y	S240102300	05/11/2019	05/11/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	S240102300	05/11/2019	05/11/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	S240102300	05/11/2019	05/11/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPLE

SC 29528-6054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3f

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien/Ben Dellucci **DEPT.** Public Service

SUBJECT: 2019 PETERBILT 337 CHASSIS WITH PAC-MAC KNUCKLEBOOM LOADER

REQUEST: Approval to purchase a 2019 Peterbilt 337 Chassis with Pac-Mac Knuckleboom Loader from Carolina Environmental Systems, Inc., 2750 Hwy. 66 S, Kernersville, NC 27284. Sourcewell Contract #041217-HMC

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Public Service/Fleet	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 323000 Account #: 58010

Balance in Account * Amount needed for this item $158,310.00 aw

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Tony Wharton

FISCAL IMPACT: Funding is from 2018 General Fund Reserves & will be included in future budget amendment.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Vendor: Carolina Enviro Sys.
V#: V007832
Address: 2750 Hwy. 66S
Kernersville NC 27284

Requisition
Req. Date: Dec. 27, 2019
Req.# _____
PO#: _____
Ship To: _____

Account Codes:		Contract #:	Sourcewell
			041217-HMC

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
1	1	each	2019 Peterbilt 337 Chassis with	$157,810.00	$157,810.00
			Pac-Mac Knuckleboom Loader		$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			Delivery Fee		$0.00
			State Tax		$500.00
				Total	$158,310.00

Requestor

Authorized Approval

Carolina Environmental Systems, Inc.

2750 Highway 66 S, Kernersville, NC 27284

(336) 869-9900

December 27, 2019

Mr. Ben Dellucci
Mr. Matt Alltop
City of Charleston
2150 Milford Street
Charleston, South Carolina 29405

Gentlemen,

Per your request, we are pleased to quote to you the following **Pac Mac Knuckleboom Loader, Model KBF20H** and **2019 Peterbilt 337 Cab and Chassis (specs attached).** The specifications are as follows:

Loader:

Pac-Mac by Hol-Mac, Model KBF20H / 18'-24 Yd
270 degrees boom rotation
16' - 20' reach
48" x 60" grapple, 360 degrees continuous rotation
Hydraulic joy sticks
Electric shift PTO w/EOS
Tandem hydraulic pump, direct coupled
Lifting capacity: 3,000 to 7,000 lbs.
H Style outriggers
Fast idle circuit
Heat Shield Under Cat Walk
Boom Overheight Alarm and Light

Pac-Mac by Hol-Mac

Model TKB 18 / 24
18' long, 24 cubic yards
42" front sides, tapered up to 60" sides at rear
Dual outboard lift cylinders
12" on center - 4" channel crossmembers
8" longitudinals
3/16" floor
Dual rear barn doors
Dual rear LED, oval, amber flashing lights
ICC rear bumper
Armless Tarper System
CES Rear Vision Camera and 7" Monitor
Cab - white
Loader - safety red
Body – black

Total Price Per above Pac-Mac and 2019 Peterbilt 337 .....$ 157,810.00/Ea.
(See attached truck specs)

Delivery: This Peterbilt truck is currently in stock and available for delivery within approximately 14 Days but is quoted subject to prior sale.

Terms: Full Net on Delivery / Invoice.

Please know that all of the stock trucks are quoted subject to prior sale. The South Carolina state sales tax of $500.00 is not included in the price and should be paid by the city when licensing the vehicle.

We thank you for this opportunity and if you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Mobile: (803) 238-3590

E-Mail: chiptaylor@sc.rr.com

NOTE: This quote is Sourcewell (NJPA) Compliant per contract number 041217 - HMC

DANGER
STAND
CLEAR 50'
12/26/2019

Vehicle Summary Image Report

Model 337 [redacted] Weight 10671 [redacted]

Engine	PACCAR PX-7 260@2400 GOV@2600 660@1600
Front Axle	Dana Spicer E12072L 12,000 LB
Front Tires	FF: BR 14ply 11R22.5 R268 Ecopia
Rear Axle	Dana Spicer P22060S 21,000 lb
Rear Tires	RR: BR 14 PLY 11R22.5 M760 Ecopia
RrAxle Ratio	Ratio 5.29 Rear Axle
Suspension	Reyco 79KB Multi Leaf 23,000 LB
Transmission	Allison 3000 RDS-P Transmission, Gen 5

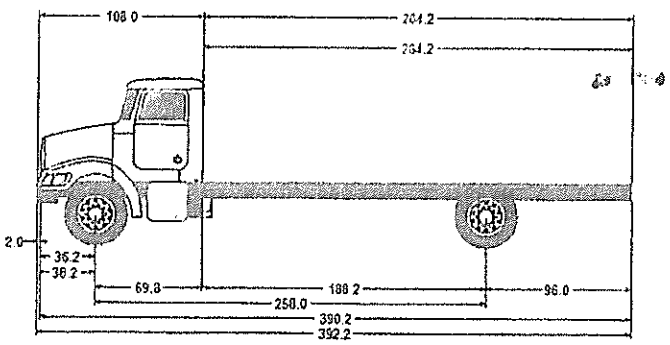
Quote/DTPO/CO Number [redacted]

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Horizontal Dimensions

Model:: Model 337

Quote/DTPO/CO Number: [redacted]



Unpublished options may require review/approval.
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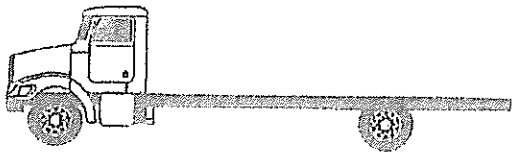
Weight Distribution

Weight Distribution

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline

Truck Spec | Auxiliary Payload

Model: Model 337
Quote/DTPO/CO Number [redacted]



Recommended Payload Center of Gravity to achieve specified ground loads, measured from centerline of drive axles: 53 in. from the centerline of the drive axle(s).

Weight (lbs)	Front	Rear	Total
Chassis	6949	3722	10671
Tools/Driver	300	75	375
Fuel & DEF	365	97	462
Max Payload	4386	17106	21492
Auxiliary Payload	0	0	0
Total	12000	21000	33000

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Vehicle Summary

Unit

Model:	Model 337
Type:	Full Truck
Description:	KB20

Application

Intended Serv..	City Delivery
Commodity:	Other Commodity

Body

Type:	Platform w/Devices
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	12000
Rr Axle Load (lbs)	21000
G.C.W. (lbs).	33000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	258
Overhang (in):	96
Fr Axle to BOC (in):	69.8
Cab to Axle (in):	188.2
Cab to EOF (in):	284.2
Overall Comb. Length (in):	392

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

0003371	O	**Model 337**	10,170
0091200	O	**Other Commodity**	0
0093340	O	**City Delivery** Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.	0
0095010	O	**Platform w/Devices**	0
0098170	O	**United States Registry**	0

Configuration

0200700	O	**Not Applicable** Secondary Manufacturer	0

Frame & Equipment

0514050	O	**10-3/4in Steel Rails 385-402in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	813
0612230	O	**Custom Wheelbase or Overhang** Engineering approval may be required.	0
0613090	O	**Three-Piece Crossmembers**	0
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0

Front Axle & Equipment

1011875	O	**Dana Spicer E1202IL 12,000 LB**	0
1111190	O	**Taper Leaf Springs, Shocks 12,000 lb**	0
1243040	S	**Power Steering Sheppard HD94** For use with 10,000 to 13,200 lb. axle ratings.	0
1250180	O	**Power Steering Reservoir Frame Mounted**	0
1353500	S	**PHP10 Aluminum LMS Hubs** 11-1/4in bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Data	Code	Description	Weight
1380260	S	**Bendix Air Cam Front Drum Brakes 16.5x5** For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0

Rear Axle & Equipment

1513320	O	**Dana Spicer P22060S 21,000 lb**	0
1616230	O	**PHP10 Iron LMS Hubs** 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
1631310	S	**Standard Stroke Parking Brakes** Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.	0
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	**Stability System Not Selected or Not Available**	0
1681337	S	**Single Drive Axle (Model 337)**	0
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0
1687010	S	**Bendix Air Cam Rear Drum Brakes 16.5x7** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1705290	O	**Ratio 5.29 Rear Axle**	0
1816020	O	**Reyco 79KB Multi Leaf 23,000 Lb**	30

Engine & Equipment

2073209	O	**PACCAR PX-7 260@2400 GOV@2600 660@1600** (2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P005 120..Hard Maximum Speed Limit N21350 P001 75...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0. .Accelerator Lower Droop N21370 P059 75. .Maximum Cruise Speed N21380 P111 0. ..Cruise Control Lower Droop N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0. .Maximum Cycle Distance N21420 N206 10. .Maximum Active Distance N21430 N201 0.. .Reserve Speed Limit Offset N21440 P015 NO. .Engine Protection Shutdown N21450 P026 NO. .Gear Down Protection	-540

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Data	Code	Description	Weight
		N21460 P046 1400.Max PTO Speed N21470 P062 NO...Cruise Control Auto Resume N21480 P068 NO...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 YES..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 YES..Enable Impending Shutdown Warning N21540 P234 60.. Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 NO...Idle Shutdown Manual Overrule N21590 P230 YES..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60. .Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	
2091310	O	**Engine Idle Shutdown Timer Disabled**	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0
2091372	O	**Eff EIST NA Expiration Miles**	0
2091640	O	**Effective VSL Setting NA**	0
2140150	O	**Remote PTO And Throttle Provision**	0
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2140330	O	**Remote Throttle/PTO Control Switch** & Wiring BOC W/ Park Brake	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0
2522050	S	**PACCAR 12V Starter**	0
2535040	O	**3 Optima DT31T Batteries 2700 CCA Threaded** Stud type terminal. AGM (Absorbent Glass Material). Stranded copper battery cables are double aught (00) or larger to reduce resistance.	55
2539700	O	**Battery Jumper Terminal** Mtd under hood RH frame rail. Available with PX-7 engines only.	4
2621090	S	**DM Advantage ON/OFF Fan Clutch**	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812210	O	**VGT Exhaust Brake** (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0
2922720	S	**Spin-on Fuel Filter/Water Separator, Unheated** Frame Mounted. In addition to the fuel filter supplied with the engine.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in [illegible]

Data	Code	Description	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
3211120	S	**Radial Seal, Dry Type Air Cleaner, Frontal** Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365050	O	**Exhaust Single Horizontal** DPF/SCR RH under cab (ISX12 Only). Includes cab entry RH under cab.	-31

Transmission & Equipment

4052110	O	**Allison 3000 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03)	110
4210320	O	**1710 HD Driveline, 2 Midship Bearings**	100
4233030	O	**(1) Dash Mounted Single Acting Air PTO Control** Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.	0
4250720	O	**Allison FuelSense Not Desired**	0
4256640	O	**Allison 6-Speed Configuration, Close Ratio Gears** 3000 Series Transmissions	0
4256920	O	**Dash Mounted Push Button Shifter**	0

Air & Trailer Equipment

4510750	S	**Bendix AD-IS Air Dryer with Heater** An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
4540420	S	**Nylon Chassis Hose**	0

Unpublished options may require review/approval.
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Data	Code	Description	Weight
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4543470	O	**Install Frame Mounted Air Tanks** As far rearward as possible. N45400 Mount 70" BOC	0
4611930	O	**Body Connections 5ft BOC** Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	4
Tires & Wheels			
5069600	O	**FF: BR 14ply 11R22.5 R268 Ecopia** Diameter = 41.5 inches; SLR = 19.3 inches	8
5169830	O	**RR: BR 14 PLY 11R22.5 M760 Ecopia**	28
5190004	O	**Code-rear Tire Qty 04**	0
5210620	S	**FF: Accur Stl Armor 50408PK 22.5X8.25** PHP10-2 hand holes	0
5310620	S	**RR: Accur Steel Armor 50408PK 22.5X8.25** PHP10-2 hand holes	0
5390004	O	**Code-rear Rim Qty 04**	0
Fuel Tanks			
5554040	O	**26in Aluminum 50 Gallon Fuel Tank LH U/C** Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	-119
5602050	O	**Location LH U/C 50 Gallon**	0
5652900	O	**DEF Tank Mounted LH Under Cab**	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0
5655019	O	**DEF Tank Small**	0
Battery Box & Bumper			
6010390	O	**Omit Standard Battery Box** (For use with passenger seat/in-cab battery box codes only)	-45
6040550	S	**Aftertreatment RH U/C Alum Non-Slip Cab Entry** Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0
6121190	O	**Steel Styled Aero Bumper Painted Black** Two Tow Pins	0

Unpublished options may require review/approval.
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Data	Code	Description	Weight
7560850	O	**(2) Convex 8 Inch SS Mirror** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	4
7610470	O	**(1) Air Horn 24.5in Chrome - Round w/Horn Shield**	8
7725710	O	**Standard Speaker Package For Cab** (2) Speakers	4
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	10
7850210	O	**Plug-In Auto Reset Circuit Breaker** in place of fuses in junction box.	0
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0
8011400	O	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	0
8021380	S	**Air Restriction Indicator** Mounted on air cleaner or intake piping.	0
8071870	S	**Main Instrumentation Panel, Graphics Display** Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators, multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
8111110	S	**Headlights Composite Fender Mounted** Integral Park, Turn, and Side Marker	0
8120980	S	**(5) Marker Lights, Aero LED** Light Emitting Diodes	0

Paint

8500710	O	**Standard Paint Color Selection**	0
8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE - Stand N85400 HOOD TOP L0006EY WHITE - Stand N85500 CAB ROOF L0006EY WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER N0001EA BLACK N85300 FENDER L0006EY WHITE - Stand	0

Shipping Destination

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR

Data	Code	Description	Weight
8999990	O	**Shipping Destination** (Specify by narrative attached to option code). In Presentation Information screen add "See Instructions" for the Shipping Destination instead of Dealer code. N89900 SHIP TO: N89910 Hol-Mac Corporation	0

Options Not Subject To Discount

9408931	O	**PDI At Excellence Peterbilt Location**	0

Miscellaneous

	O		0

Total Weight 10671

Prices and Specifications Subject to Change Without Notice.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree DEPT. Information Technology

SUBJECT: MDT SOFTWARE LICENSING AND SUPPORT (POLICE DEPARTMENT)

REQUEST: APPROVAL OF ADDITIONAL LICENSES AND SUPPORT FOR POLICE MOBILE DATA TERMINAL (MDT) SOFTWARE FROM CHARLESTON COUNTY, SOLE SOURCE VENDOR, FOR CONSOLIDATED DISPATCH MOBILE CAD OPERATIONS.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X
Police	X		Luther Reynolds	X

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: Police Account #: 200000-52206

Balance in Account $ 726,613 Amount needed for this item $79,857.00

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES:

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: MDT Licensing and Annual Support and Maintenance (Police Department)

REQUISITION NUMBER: PR196051

VENDOR: Charleston County

DATE: December 31, 2019

1. Please state the use for this/these product(s).

Required licensing and annual maintenance and support for the Police Department's new Mobile Data Terminals (MDT's) that are used for mobile access and dispatching from the Charleston County Consolidated Dispatch.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Charleston County is the managing partner and provider of the Consolidated Dispatch service and provides all licensing to local municipalities. This is a reimbursement payment to the County who directly pays the software vender through their contract arrangement.

4. Have you evaluated comparable products within the last two years?

_____YES or NO __X__

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

This is a required service under the consolidated dispatch agreement with Charleston County.

SIGNATURE _____ TITLE CIO

QUOTE

Charleston County Consolidated 9-1-1 Center
ATTN: Amy Fletcher
8500 Palmetto Commerce Parkway
North Charleston SC 29456
Main: 843-529-3700 Fax: 843-529-3737
Afletcher@charlestoncounty.org

DATE November 25, 2019

TO Wes Ratterree / Lin Beets
Dept of IT - City of Charleston
2 George St., Ste 2800
Charleston SC 29401

PAYMENT TERMS	DUE DATE	PO Number
	Upon Receipt	

	DESCRIPTION	UNIT PRICE	LINE TOTAL
55	Inform Mobile Base Position License w/ NCIC/CJIS	1,000.00	55,000.00
55	Inform Mobile Mapping License	200.00	11,000.00
1	Inform Mobile Base -with NCIC/CJIS - Annual Support & Maintenance- January 1, 2020-June 30, 2020	6,052.20	6,052.20
1	Inform Mobile Mapping - Annual Support & Maintenance- January 1, 2020 - June 30, 2020	1,211.10	1,211.10

** Annual Maintenance for these licenses will be included with the 2021 annual maintenance and support billing for all MDTs in January of 2021.

SUBTOTAL $ 73,263.30

TOTAL $ 73,263.30

Make all checks payable to Charleston County

3h

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: SOFTWARE LICENSES FOR NEW MOBILE DATA TERMINALS

REQUEST: Approval to purchase software licenses for the new Mobile Data Terminals from Central Square, 1000 Business Center Drive, Lake Mary, FL 32746.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel				
Cap. Proj. Cmte. Chair				
Police Department	x		Luther Reynolds	
Procurement Director	X		Gary Cooper	

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 200000 Account #: 52206 KCM

Balance in Account $ 107,910 Amount needed for this item $107,910.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Police Department

PRODUCT: OneSolution MFR Software Licensing

REQUISITION NUMBER: PR196050

VENDOR: Central Square

DATE: December 16, 2019

1. Please state the use for this/these product(s).

   Mobile Field Reporting (MFR) software licenses for thirty (55) new Mobile Data Terminals (laptops) used by the Police Department in Police vehicles for mobile dispatch and records access.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No. Central Square is the developer of the software and the only source for the purchase of the software.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Central Square is the developer of the software and the only source for the purchase of the software.

4. Have you evaluated comparable products within the last two years?

   _____YES or NO __X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   The Central Square OneSolution product is a long term investment by the City.

SIGNATURE _____ TITLE ADMINISTRATIVE SVS. MGR

CENTRALSQUARE
TECHNOLOGIES

Superion, a CentralSquare Company

Add-On Quote

Quote Number: Q-00024492 Valid Until: 02/24/20

Quote Prepared For:
Lin Beets, Jr., IT Project Manager
Charleston Police Department
Dept of Information Technology
CHARLESTON, SC, 29401
(843) 577 4788

Date 11/25/19

Quote Prepared By:
John Cahill, Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: Fax:
john.cahill@centralsquare.com

Thank you for your interest in our company and our software and services solutions Please review the below quote and feel free to contact John Cahill with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution MFR Client-Arrest	55	16,500.00	3,300.00
ONESolution MCT Client-No CAD Interface	55	22,000.00	4,400.00
ONESolution MFR Client	55	44,000.00	8,800.00
Total		82,500.00	16,500.00

Summary

Product/Service	Amount
License Fees	82,500.00
Subtotal	82,500.00 USD
Total Excluding Maintenace	82,500.00 USD
Net Maintenance	16,500.00 USD
Total with Maintenance	99,000.00 USD

See Product notes in the Additional Information Section

CENTRALSQUARE
TECHNOLOGIES

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
Do not pay from this form. Customer will be invoiced for the fees set forth after execution

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:
This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

CENTRALSQUARE
TECHNOLOGIES

Lin Beets, Jr., IT Project Manager
Charleston Police Department

Authorized Signature _____ **Printed Name:** _____

Date: _____

Additional Information Section
Product Notes:
ONESolution MCT Client-No CAD Interface: Purchase of base product includes the following features. -ONESolution MCT Client-No CAD Interface -ONESolution MCT Client-MAPS

ONESolution MFR Client includes the following features
ONESolution MFR Client
-Case Supplements
-Field Contacts
-Incident
-Names
Tow Impound
Warrant Tracking

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain DEPT: Stormwater

SUBJECT: RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

REQUEST: Approval to repair storm drain at Rivers Point Row to be done by B&C Land Development, Inc., 3785 Old Charleston Hwy., Johns Island, SC 29455.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Stormwater	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 193010 Account #: 52240 KCM

Balance in Account $300,000 Amount needed for this item $43,200.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION
CITY OF CHARLESTON
RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT
Thursday, December 5, 2019
2:00 PM

Bidder	License #	Bid Bond	Acknowledge Addendum	Non-Collusion Affidavit	MBE Compliance A&B or C	Bid Amount
Truluck Construction Inc.	G118545	✓	N/A	✓	A & B	48,390.00
ARC Incorporated	G15469	✓	N/A	✓	A & B + C	172,785.00
B & C Land Development	G113138	✓	N/A	✓	C	43,220.00
					A & B 12/6/19 [illegible]	

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
2.	Traffic Control	1	LS	$ 1,000.00	$ 1,000.00
3.	18" CIPP	22	LF	$ 165.00	$ 3,630.00
4.	24" CIPP	249	LF	$ 120.00	$ 29,880.00
5.	Clean and CCTV Inspection & Reporting	271	LF	$ 10.00	$ 2,710.00
6.	Fill reported sinkholes to finished grade with Select Fill	1	LS	$ 1,000.00	$ 1,000.00

Total Bid Price $ 43,220.00

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for the installation of the landscape wall improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Fourty three thousand two hundred twenty (Dollars) ($ 43,220.00).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this 9th day of December, 2019 by and between THE CITY OF CHARLESTON,

acting herein through its Mayor
(Title of Authorized Official)

hereinafter call "OWNER" and B&C Land Development Inc
(Name of Contractor)

doing business as Corporation,
(an Individual), (a Partnership), or (a Corporation)

of the City of Charleston, County of Charleston, and

State of South Carolina, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:
   RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 30 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   43,220.00 Dollars

   or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.1 Advertisement for Bids

   5.2 Information for Bidders

   5.3 Bid

5.4 Bid Bond

5.5 Agreement

5.6 Performance Bond

5.7 Payment Bond

5.8 Certificate of Owners Attorney

5.9 Notice of Intent to Award

5.10 Change Orders

5.11 Notice to Proceed

5.12 General Conditions

5.13 Supplemental Conditions (Including Drawings, Technical Specifications, Permits, and Additional Information)

5.14 Addenda

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

_____
(OWNER)

By:_____

_____

(SEAL)

_____
(Title of Authorized Official)

ATTEST:

_____
(Secretary)

_____
(Witness)

Charles Rooke
(CONTRACTOR)

By: Charles Rooke

President
(Title)

(SEAL)

3785 Old Charleston Hwy, Johns Island, SC 29455
(Address)

ATTEST:

Heather A Rooke
(Secretary)

Alicia M
(Witness)

(End of Section 01210)

City of Charleston

DEPARTMENT OF STORMWATER MANAGEMENT

CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

RIVERS POINT ROW STORM DRAIN REHABLITAION PROJECT

DECEMBER 2019

Mayor John J. Tecklenburg

City Council

F. Gary White, Jr.

Kevin Shealy

James Lewis, Jr.

Robert M. Mitchell

Marvin D. Wagner

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

A. Peter Shahid, Jr.

Harry Griffin

William A. Moody, Jr.

Carol Jackson

NOTICE OF INTENT TO AWARD

TO: B&C Land Development

3785 Old Charleston Highway

Johns Island, SC 29455

PROJECT DESCRIPTION: **RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT**

The OWNER has considered the BID submitted by you on December 5, 2019, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ 43,220.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this_____day of _____, 20__

City of Charleston

By:_____
Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby

acknowledged by

This the _____day of_____, 20__

By

Title_____

SECTION 01105 ADVERTISEMENT FOR BIDS

PROJECT: **RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT**

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, December 5, 2019 until 2:00 p.m., local time at the Department of Stormwater Management, Projects Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include cleaning and cured-in-place pipe (CIPP) lining of approximately 22 LF of 18" RCP and approximately 249 LF of 24" RCP, including CCTV inspection and reporting, filling of all reported sinkholes to grade with select fill, dewatering and other incidentals as may be required, and traffic control as needed, as shown in the Drawings.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the following:
City of Charleston Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

DOCUMENTS AVAILABLE: CDs with the Contract Documents may be obtained at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

DEPOSIT: No deposit will be required for the first CD of Electronic Contract Documents taken. Additional CDs will require a $15 fee.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110.

Mr. Matthew Fountain PE, PG
Director of Stormwater Management
City of Charleston

(End of Section 01105)

SECTION 01110 INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.

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

   All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

   Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

   The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

   Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days

after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.

9. NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

   The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

   The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

12. INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

    It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

    It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

    Every request for such interpretation should be in writing addressed to Benjamin Smith, The City of Charleston, 2 George Street, Suite 2100, Charleston, SC 29401 or by e-mail: smithb@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

    No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

    19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

19.4 If the Bid does not contain a price for each item listed.

19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.

19.6 If the Bid contains obviously unbalanced Bid prices.

19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Rivers Point Row Storm Drain Rehabilitation Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

25. EASEMENTS: There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

    The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

    A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

    B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.

    C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.

    D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.

    E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

    The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

    Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

    Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Upper Left Hand Corner:

Bidder's Name
Bidder's Address

To: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Mr. Matthew Fountain PE, PG
Director

Lower Left Hand Corner:

Bid for Construction of:

RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

South Carolina General Contractor's License No. G113138

Classification WL4

Expiration Date 10/31/2020

City of Charleston Business License No. BL014099-01-2019

SECTION 01140 BID

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: B&C Land Development

3785 Old Charleston Highway

Johns Island SC 29455

Phone 843-766-8109

of the City of Johns Island, County of Charleston

and State of South Carolina, hereinafter called "Bidder."

PROJECT: **RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT**

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter.

Bidder also agrees to pay $500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
2.	Traffic Control	1	LS	$ 1,000.00	$ 1,000.00
3.	18" CIPP	22	LF	$ 165.00	$ 3,630.00
4.	24" CIPP	249	LF	$ 120.00	$ 29,880.00
5.	Clean and CCTV Inspection & Reporting	271	LF	$ 10.00	$ 2,710.00
6.	Fill reported sinkholes to finished grade with Select Fill	1	LS	$ 1,000.00	$ 1,000.00

Total Bid Price $ 43,220.00

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for the installation of the landscape wall improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Fourty three thousand two hundred twenty (Dollars) ($ 43,220.00).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 43,220.00

($ 2,161.00) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina.

A partnership consisting of N/A.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

B&C Land Development
(Contractor)

By: Charles Rooke
(Signature)

Charles Rooke
(Name)

President
(Title)

3785 Old Charleston Highway Johns Island SC 29455
(Address)

SC General Contractor's License No. G113138

Initial the following items to indicate compliance with specifications:

CR The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

County of Charleston)

Charles Rooke, being first duly sworn, deposes and says that:

1. He is Charles Rooke of B&C Land Development, the Bidder that has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid 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 affiant.

(signed) Charles Rooke

President
(Title)

Subscribed and sworn to before me this 5 day of December, 2019.

Heather Rooke

Notary (title)

My commission expires 02.03.2025

HEATHER H. ROOKE
My Commission Expires
NOTARY
PUBLIC
02.03.2025
STATE OF SOUTH CAROLINA

Rivers Point Row Storm Drain Rehabilitation Project

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE) Compliance Provisions

***This document shall be included with the submittal of the bid or offer.* If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal,** the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☒ **Affidavit A - *Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

AND

☒ **Affidavit B – *Work to be Performed by Minority and/or Women-owned Firms***

OR

☐ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: B&C Land Development

Signature: _____ Print Name: Jonathan Rooke

Title: President Date: 12/5/2019

Attest: _____

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of Jonathan Rooke
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools, or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- o 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 12/5/19 Name of Authorized Officer (Print/Type): Jonathan Rooke

Signature: [signature]

Title: Vice President

Rivers Point Row Storm Drain Rehabilitation Project

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Charles Rooke, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Landscape Pavers Joyce Scirmer	**Minority Firm Address** 1537 Ashley River Road Charleston SC 29407
Minority Firm Telephone Number 843-766-2363 **Minority Firm Fax Number** 843-766-2226 **DBE Certification Number** BL002724-04-2016	**Minority Group Type** ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 12/5/19 Name of Authorized Officer (Print/Type): Jonathan Rooke

Sworn to before me this 5th day of Dec, 2019

Notary Public for the State of SC

My Commission Expires: 02.03.2025

Print Name: Heather Rooke

Phone Number: 843-766-8709

Address: 3785 Old Charleston Hwy

Johns Island, SC 29455

Signature:

Title: Vice President

Notary Seal:

HEATHER H. ROOKE NOTARY PUBLIC My Commission Expires 02-03-2025 STATE OF SOUTH CAROLINA

01140

Rivers Point Row Storm Drain Rehabilitation Project
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of Jonathan Rooke (Name of Offeror). I hereby certify that on Rivers Point Row Storm Drain Rehabilitation Project (Project Name) the , Total Project Amount $ 43,220.00

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Landscape Pavers	W	Paving and Milling	$ 3,000.00
			$
			$
			$
			$
			$
			$

Total MBE Participation: 7 % $ 3,000.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct, and complete.

Date: 12/5/19 Name of Authorized Officer (Print/Type): Jonathan Rooke

Signature:

Title: Vice President

Sworn to before me this 5th day of Dec., 2019

My Commission Expires: 02.03.2025

Print Name: Heather Rooke

Phone Number: 843.766.8109

Address: 3185 Old Charleston Hwy. Johns Island, SC 29455

Notary Public for the State of

Notary Seal:

HEATHER H. ROOKE
My Commission Expires
NOTARY PUBLIC
02.03.2025
STATE OF SOUTH CAROLINA

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

B & C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

SURETY:
(Name, legal status and principal place of business)
Aegis Security Insurance Company
P. O. Box 3153
Harrisburg, PA 17105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Rivers Point Row Storm Drain Rehabilitation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of December, 2019.

(Witness)

B & C Land Development, Inc.
(Principal) *(Seal)*

By:
(Title)

(Witness) Alexa Fallaw

Aegis Security Insurance Company
(Surety) *(Seal)*

By:
(Title) Frank W. Hafner, III , Attorney-in-Fact

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

S-0054/AS 8/10

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: Frank W. Hafner, III

Surety Bond Number: Bid Bond
Principal: B & C Land Development, Inc.
Obligee: City of Charleston

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"**Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"**Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 5th day of July, 2017.

AEGIS SECURITY INSURANCE COMPANY

By: W. J. Wollyung

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

W. J. WOLLYUNG, III
President

Commonwealth of Pennsylvania }
} s.s.: Harrisburg
County of Dauphin }

On this 5th day of July, 2017, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of **AEGIS SECURITY INSURANCE COMPANY,** the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jeanne LP Tennis

JEANNE LP TENNIS Commonwealth of Pennsylvania NOTARY PUBLIC

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021

I, the undersigned, Secretary of **AEGIS SECURITY INSURANCE COMPANY,** a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 5th day of December, 2019.

REBECCA J. LIDDICK
Secretary

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

SECTION 01142 BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned _____
_____, as Principal,
and _____, as Surety, are
hereby held and firmly bound unto _____, as OWNER, in
the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 201__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,

2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

_____
Principal

_____
Surety

By:_____

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter call "OWNER" and _____
(Name of Contractor)

doing business as _____,
(an Individual), (a Partnership), or (a Corporation)

of the City of _____, County of _____, and

State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:
   RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 30 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   _____Dollars

   or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.1 Advertisement for Bids

   5.2 Information for Bidders

   5.3 Bid

5.4 Bid Bond

5.5 Agreement

5.6 Performance Bond

5.7 Payment Bond

5.8 Certificate of Owners Attorney

5.9 Notice of Intent to Award

5.10 Change Orders

5.11 Notice to Proceed

5.12 General Conditions

5.13 Supplemental Conditions (Including Drawings, Technical Specifications, Permits, and Additional Information)

5.14 Addenda

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

_____
(OWNER)

By:_____

_____

(SEAL)

_____
(Title of Authorized Official)

ATTEST:

_____
(Secretary)

_____
(Witness)

_____
(CONTRACTOR)

By:_____

_____

_____
(Title)

(SEAL)

_____
(Address)

ATTEST:

_____
(Secretary)

_____
(Witness)

(End of Section 01210)

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____
Principal

_____
(Principal) Secretary (SEAL)

By:_____(S)

_____
Address

_____

_____
Witness as to Principal

_____
Address

_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

By:_____
Attorney-in-Fact

(SEAL)

_____
Address

_____
Witness as to Surety

_____

_____
Address

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01212)

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

ATTEST:

_____
(Principal) Secretary (SEAL)

_____
Witness as to Principal

_____
Address

_____

_____
Principal

By:_____(S)

_____
Address

_____

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
Address

_____

_____
Surety

By:_____
Attorney-in-Fact

_____
Address

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)

SECTION 01218 CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of_____

_____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____
(Signed)

Date:_____

(End of Section 01218)

NOTICE OF INTENT TO AWARD

TO: B&C Land Development

3785 Old Charleston Highway

Johns Island, SC 29455

PROJECT DESCRIPTION: **RIVERS POINT ROW STORM DRAIN REHABILITATION PROJECT**

The OWNER has considered the BID submitted by you on December 5, 2019, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ 43,220.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this_____day of _____, 20__

City of Charleston

By:_____
Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby

acknowledged by

This the _____day of_____, 20__

By

Title_____

City of Charleston
Construction Change Order

PROJECT: _____ Rivers Point Row Storm Drain Rehabilitation Project
(NUMBER) *(NAME)*

CONTRACTOR: _____ **CHANGE ORDER NO.:** ____

1. Description of the Change Order:
   (Reference any attachments by name and date)

_____
_____
_____

2. Adjustments to the Contract Amount:

Original Contract Amount ..... $ _____
Change by Previously Approved Change Orders..... $ _____
Contract Amount prior to this Change Order ..... $ _____
Amount of this Change Order ..... $ _____
New Contract Amount, including this Change Order ..... $ _____

3. Adjustments in Contract Time:

Original Date for Substantial Completion..... _____
Change in Days by Previously Approved Change Orders ..... ____Days
Change in Days for this Change Order ..... ____Days
New Date for Substantial Completion ..... _____

4. Amount of this Change Order performed by MBE..... $ 0

Architect/ Engineer	Contractor	Owner
		City of Charleston
2 George St, Suite 2100 Charleston, SC 29401		80 Broad St Charleston, SC 29401
Address	Address	Address
Signature	Signature	Signature
By:	By:	By: John J. Tecklenburg
Date:	Date:	Date:

NOTICE TO PROCEED

TO: _____

_____

_____

Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 30 consecutive days thereafter. The date of completion of all WORK is therefore _____.

City of Charleston
Owner

By _____
Matthew Fountain PE, PG

Title Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 20__.

By _____

Title _____

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental, and Other Conditions), Drawings, Specifications, Addenda, Notice of Intent to Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word *similar* occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed, and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word *elevation* or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock

exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words *as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required*, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words *approved*, *acceptable*, *satisfactory*, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association

MRIS	Maritime Research Information Service
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled *PAYMENT FOR EXTRA WORK.*

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: The consultant for this project is: City of Charleston, Benjamin L. Smith, PE, (843) 720-2715 or smithb@charleston-sc.gov.

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1 Interpretation of Contract Documents.
2.3.2 Approval of samples and shop drawings.
2.3.3 Preparation of supplementary details and instructions.
2.3.4 Inspection and approval of construction work.
2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in

the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK*.

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not

relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

2.8 OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,

which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor

pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5 AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for *As-Built Drawings*. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The *As-Built Drawings* shall be kept current by the Contractor. The *As-Built Drawings* shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the *As-Built Drawings* have been completed and delivered as indicated above.

3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance

with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY*. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.

3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.

3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.

3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once

report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept

sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of

soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractors attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

3.41 TAXES: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the

public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without

expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serous risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner

all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.

4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

4.15 SUBMITTAL SCHEDULE: Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be

as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE_____
CONTRACTOR'S NAME_____
APPROVED BY_____DATE_____
SPECIFICATION SECTION_____TRANSMITTAL NO._____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.

- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not

be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

4.18 SAMPLES: Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 *OR EQUAL* CLAUSE: The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and

constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be in interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,

diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been

complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 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 under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage
Premises and Operations	1,000,000	1,000,000	1,000,000
Elevator Liability	1,000,000	1,000,000	1,000,000
Contractor's Protective Liability	1,000,000	1,000,000	1,000,000
Products Liability, Including Completed Operations Coverage	1,000,000	1,000,000	1,000,000

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

All Owner Automobiles	1,000,000	1,000,000	1,000,000

Non-Owned Automobiles	1,000,000	1,000,000	1,000,000
Hired Car Coverage	1,000,000	1,000,000	1,000,000

5.11.4 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract

Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and

expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

7.1 PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the

project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled *SCHEDULE OF VALUES* and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.

7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed *punch list*), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION* and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION*, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.

7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled *SUSPENSION OF WORK, TERMINATION, AND DELAY*, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*, shall be paid by the Contractor.

7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled *OWNER'S RIGHT TO TERMINATE CONTRACT*, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled *SAMPLES*, shall be furnished by the Contractor at his expense.

7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the

Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph I, above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

SECTION 01232 SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR RIVERS POINT ROW

   4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.

   4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.

   4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.

5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards*.

   5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:

      5.1.1 It is laid in a separate trench.

5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.

5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure water-tightness.

6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.

7. WATER SUPPLY: It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.

8. STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.

9. SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.

10. OWNER'S INSURANCE AUTHORITY: During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.

11. PUBLICITY: All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.

12. PROTECTION OF WORK: The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.

13. ELEVATION DATUM: The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.

14. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

15. WORK CITY RIGHTS-OF-WAY: Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

    The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. WORK BEING PERFORMED NEAR WATER AND SEWER LINES: The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.

17. TRAFFIC CONTROL: The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision.* Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

    Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

    The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

    All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices*. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. LINES, GRADES, AND MEASUREMENTS: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

    The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

    The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the

work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner's Inspector at the close of each shift.

19. CITY BUSINESS LICENSE: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.

20. UTILITY LOCATIONS: Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

UTILITY SERVICE OR FACILITY	PERSON TO CONTACT (NAME, TITLE & PHONE NO.)
Telephone, Electric, Gas, Cable TV	Palmetto Utility Production Service 1-888-721-7877 Call 3 days prior to digging
Water & Sewer	Charleston CWS (843) 727-6800 (Ask for Service Department) Will send field technician to locate

21. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.

23. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.

24. CLEAN-UP FOLLOWING WORK: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.

25. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.

26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be

otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.

27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS

Sheet No.	Title
1	Rivers Point Row (James Island) Construction Drawing

THE TECHNICAL SPECIFICATIONS

Section	Title
017123	Construction stakeout & field engineering
312000	Earth moving
330130.72-1	Relining sewers
334100	Storm drain piping

Evaluation Report of Storm Structures and Sinkholes: Rivers Point Row

Latest SCDOT specifications.

(End of Section 01232)

SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
2. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
3. Provides a copy of its current City of Charleston business license with its bid;
4. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
5. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By:_____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this_____day of _____, 20___.

_____(SEAL)
Notary Public for_____
My Commission Expires_____

SECTION 017123 - CONSTRUCTION STAKEOUT AND FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This item shall consist of furnishing, placing, replacing when required, marking and maintaining all Construction Layout stakes necessary for proper guidance and control of construction operations. It shall also include the preparation of all construction staking, field books, such as alignment books, slope and grade books, blue-top books etc. It shall also include any additional Surveyor's, Civil, Structural or other professional engineering services specified or required to execute Contractor's construction methods.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. When it is specified or required for the Contractor to retain the services of an engineer or surveyor, then each shall meet the following requirements:

1. Surveyor shall be a Registered Land Surveyor in the State the project site is located.

2. Engineer shall be a Registered Professional Engineer in the State the project site is located.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

A. All surveying equipment, stakes and any other material necessary to perform the work shall be furnished by the Contractor, either directly or by a sub-contracted Registered Land Surveyor.

PART 3 - EXECUTION

3.1 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points for the Project are those designated on drawing.

B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

C. The Contractor shall provide a Registered Land Surveyor, subject to the Owner's approval, to establish and/or re-establish all benchmarks, reference points, line and grade points necessary to complete the work at no additional expense to the Owner.

D. The Contractor shall notify the Project Engineer in the event any original reference point or benchmark as defined in subparagraph A and B, is destroyed or lost, and if required by the Project Engineer, shall replace said reference point or benchmark as per the requirements of subparagraph C.

3.2 CONSTRUCTION STAKEOUT

A. Establish lines and levels, locate and layout by instrumentation and similar appropriate means all site improvements:

1. Stakes for grading, fill and topsoil placement

2. Stakes for alignment and grades for roadways, parking facilities, and other pavements or structures.

3. Storm drainage alignment and invert elevations.

B. A complete and accurate log of all control and survey work, as it progresses, shall be maintained.

C. Contractor shall verify layouts, and line and grade of work, as work progresses, at random times to verify proper installation and shall notify Project Engineer of status.

D. At the Project Engineer's request, surveying stakeout data shall be submitted for review to verify accuracy of field engineering work.

3.3 RECORD DRAWINGS AND CERTIFICATION

A. AS-BUILT RECORD DRAWINGS: Upon completion of the work, the Contractor shall provide a certified final as-built survey by a Registered Land Surveyor showing all dimensions, locations, angles, and elevations of all portions of work performed under his contract. Provide storm drainage as-built drawings of the storm drainage system and the improvements installed. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these asbuilt record drawings. Survey shall show all improvements and their relations to any and all existing conditions that are relative to their use.

B. CERTIFICATE OF CONFORMANCE: Submit a certificate signed by Professional Engineer or Registered Land Surveyor, as each portion of work requires, certifying that elevations and locations of improvements are in conformance or non-conformance with Contract Documents.

END OF SECTION 017123

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed for the installation of underground utilities, storm drainage systems, roadway subgrades, building pads, and general site grading and also to meet the requirements of the construction shown in the Contract Documents.

B. Related Work: Documents affecting work of this section include, but are not necessarily limited to, General Provisions and Modifications of these Specifications.

C. Refer to Section of these specifications titled "Special Project Procedures" for requirements of removal, handling and disposal of contaminated materials.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use equipment adequate in size capacity, and numbers to accomplish the work of this Section in a timely manner.

C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Project Architect, which may also includes the Project Civil Engineer, or the Geotechnical (Soil) Engineer.

D. Testing required for this part of the work will be furnished by the Contractor.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill and backfill materials:

1. Provide soil materials free from organic matter, and deleterious substances, containing no rocks or lumps larger than 2-3/8" in their greatest dimension, and containing no more than 15% fines (material passing No. 200 sieve and having a maximum Dry Density as defined by ASTM D-1557 of 100 pcf.

2. Off-site fill material is subject to the approval of the soil engineer, and is that material removed from excavations imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter. Submit samples of materials to soils laboratory for testing and approval prior to execution of filling.

3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.

4. Cohesionless materials used for trench backfill: Provide sand free from organic material and other foreign matter, and approved by the soil engineer.

2.3 WEED KILLER

A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetations, and approved for use on this work by government agencies having jurisdiction.

2.4 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to the approval of the Project Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examination

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Proof-rolling

After removal of topsoil or other overburden, proof-roll the existing subgrade with a loaded dump truck or pneumatic tire roller with a minimum weight of 15 tons. Proof-roll over all areas at speeds of 2.5 to 3.5 miles per hour. Proof-rolling shall be done in the presence of the project engineer or the soils engineer. Rutting or pumping map indicate unsatisfactory material or satisfactory material with a high moisture content. Undercut areas as directed and replace with appropriate fill material. Proof-roll only when weather conditions permit. Do not proof-roll wet or saturated subgrades. Materials degraded by proof-rolling of wet subgrades shall be replaced by the Contractor at no cost to the Owner.

C. Mucking

1. When unsatisfactory or unsuitable soils (muck) are encountered and are required to be removed by the engineer, the cost of the removal and replacement shall be determined according to the contract provisions, when payment is to be based upon a unit price, such price shall be determined as noted below.

2. Mucking: Contractor shall provide a unit price for mucking (removable of unsuitable soils). The unit price shall include the removal of unsuitable soils below the area of stripping (assume 8" stripping) and shall include the disposal of muck offsite. The unit price shall also include backfilling and compacting with suitable offsite fill. The

unit cost submitted shall be based upon in-place measurement. No truck measures will be allowed.

3.2 PROCEDURES:

A. Protection of Utilities:

1. Contractor shall contact Palmetto Utilities Protection Services (PUPS) at 1-888-721-7877,or "811", a minimum of three (3) business days prior to beginning construction.

2. Unless shown to be removed, protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.

3. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.

4. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.

5. If existing utilities are found to interfere with the permanent facilities being constructed under this section, immediately notify the Project Architect and secure his instructions.

6. Do not proceed with permanent relocations of utilities until written instructions are received from the Project Architect.

B. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.

2. Operate warning lights during hours from dust to dawn each day and as otherwise required.

3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

C. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.

2. Dispose of all subsurface water in accordance with the requirements of the approved SWPPP and the requirements specified in Section 024110, SITE DEMOLITION.

3. Keep excavations and site construction area free from standing water. The Contractor shall maintain the site to control storm water in such a manner as to

prevent damage to the existing soils and subgrades from excessive runoff velocities, erosion, and ponding water.

D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.3 GENERAL EXCAVATION

A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades, and elevations indicated and specified herein.

B. Unsatisfactory excavated materials:

1. Excavate to a distance below grade as directed by the Architect, and replace with materials in accordance with the paragraph entitled "Mucking."

2. Include excavation of unsatisfactory materials, and replacement by satisfactory materials, as parts of the work of this Section.

C. Surplus materials:

1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor, unless directed otherwise in writing by the Owner and Project Architect. Refer to the Section of these specifications titled "Special Project Procedures" for additional requirements.

D. Excavation of rock:

1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.

2. Do not use explosives without written permission from the Project Engineer.

E. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

F. Borrow:

1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the soil engineer.

G. Ditches and gutters

1. Cut accurately to the cross sections, grades, and elevations shown.

2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.

3. Dispose of excavated materials as shown on the Drawings or directed by the soil engineer; except do not, in any case, deposit materials less than 3'- 0" from the edge of a ditch.

H. Unauthorized excavation:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the soil engineer.

2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

I. Stability of excavations:

1. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.

2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

J. Shoring and bracing:

1. Provide materials for shoring and bracing as may be necessary for safety personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.

2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.

3. Carry shoring and bracing down as excavation progresses.

K. Excavating for pavements:

1. Cut surface under pavements to comply with cross sections, elevations, and grades.

2. Undercut a minimum of 10 inches below finished subgrade elevation, including stripping.

M. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.4 TRENCHING FOR UTILITIES

A. Provide sheeting and shoring necessary for protection of the work and for the safety of personnel.

1. Prior to backfilling, remove all sheeting.

2. Do not permit sheeting to remain in the trenches except when, in the opinion of the Project Engineer, field conditions or the type of sheeting or methods of construction such as use of concrete bedding are such as to make removal of sheeting impracticable. In such cases, the Project Engineer may permit portions of sheeting to be cut off and remain in the trench.

B. Open cut:

1. Excavate for utilities by open cut.

2. If conditions at the site prevent such open cut, and if approved by the Project Engineer trenching may be used.

3. Short sections of a trench may be tunneled if, in the opinion of the Project Engineer. the conductor can be installed safely and backfill can be compacted properly into such tunnel.

4. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the soil engineer.

5. When the void is below the subgrade for the utility bedding, use suitable earth material and compact as approved by the Project Engineer, but in no case to the relative density directed less than 90%.

6. When the void is in the side of the utility trench or open cut, use suitable earth or sand compacted or consolidated as approved by the soil engineer, but in no case to a relative density less than 80%.

7. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.

8. Excavating for appurtenances:

a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.

b. Overdepth excavation beyond such appurtenances that has not been directed, will be considered unauthorized. Fill with sand, gravel, or lean concrete as directed by the soil engineer, and at no additional cost to the Owner.

C. Trench to the minimum width necessary for proper installation of the utility, with sides as nearly vertical as possible. Accurately grade the bottom to provide uniform bearing for utility.

D. Depressions:

1. Dig bell holes and depressions for joints after the trench has been graded. Provide uniform bearing for the pipe on prepared bottom of the trench.

2. Except where rock is encountered, do not excavate below the depth indicated or specified.

3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated or specified.

E. Where utility runs traverse public property or are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract.

3.5 BEDDING FOR UTILITIES

A. Provide bedding as indicated on the Drawings.

3.6 BACKFILLING OF UTILITY TRENCHES

A. General:

1. Do not completely backfill trenches until required tests have been performed, and until the utilities systems as installed conform to the requirements specified in their pertinent Sections of these Specifications.

2. Except as otherwise specified or directed for special conditions, backfill trenches to the ground surface with selected material approved by the soil engineer.

3. Reopen trenches which have been improperly backfilled, to a depth as required for proper compaction. Refill and compact as specified, or otherwise correct to the approval of the soil engineer.

4. Do not allow or cause any of the Work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, tests, and approvals.

5. Should any of the Work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower portion of trench:

1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers to the density of the adjacent soil, or grade as

specified herein, until there is a cover of not less than 24" over sewer and 12" over other utility lines.

2. Take special care in backfilling and bedding operations as not to damage pipe and pipe coatings.

C. Remainder of trench:

1. Except for special materials for pavements, such as "flowable fill", backfill the remainder of the trench with material free from stones larger than 6" or ½ the layered thickness, whichever is smaller, in any dimension.

2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the soil engineer.

D. Adjacent to buildings: Mechanically compact backfill within ten feet of buildings.

3.7 GENERAL SITE FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material layers to required subgrade elevations.

2. In excavations, use satisfactory excavated or borrow material

3. Under asphalt pavements, use satisfactory excavated or select structural fill borrow materials as approved by soils engineer. Refer to alternates for furnishing and installations of geogrid materials..

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.

1. Acceptance of construction below finish grade including, where applicable, damp-proofing and water-proofing.

2. Inspecting, testing, approving, and recording locations of underground utilities.

3. Removing concrete formwork.

4. Removing shoring and bracing, and backfilling of voids with satisfactory materials.

5. Removing trash and debris.

6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious matter from ground surface prior to placement of fills.

2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill materials will bond with existing surfaces.

3. When existing ground surface has a density less than specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

D. Placing and Compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth. Conform with paragraph entitled "COMPACTING."

2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.

3. Compact each layer to required percentage of maximum density for area.

4. Do not place backfill or fill material on surface that are muddy, frozen, or containing frost or ice.

5. Place backfill and fill materials evenly adjacent to structures, to required elevations.

6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

3.8 GRADING

A. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.

2. Smooth the finished surfaces within specified tolerance.

3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.

4. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.

3.9 COMPACTING

A. Control soil compaction for other than clay soils during construction to provide the minimum percentage of density specified for each area as determining according to ASTM D 1557.

B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the soil engineer.

1. Lawn, playing field and other:

   a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.

   b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 90% of maximum density.

2. Walks:

   a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 95% of maximum density.

3. Pavements:

   a. Compact the top 12" of subgrade and each layer of fill material or backfill material at 98% of maximum density.

4. Utility Trenches:

   a. Compact each layer of backfill material at 95% of maximum density where utilities cross under paved areas and at 90% of maximum density for unpaved areas.

C. Moisture Control:

1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.

2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.

3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the soil engineer.

3.10 QUALITY CONTROL

A. Secure the soil engineer's inspection and approval of subgrades, and fill layers before subsequent construction is permitted thereon.

B. Provide at least the following tests to the approval of the soil engineer:

1. At paved areas, at least one field density test for every 5000 S.Y. of paved area, but not less than three tests.

2. In each compacted fill layer, one field density test for every 5000 S.Y. of overlaying area, but not less than three tests.

3.11 TEST FOR DISPLACEMENT OF SEWERS AND STORMDRAINS

A. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified. Comply with requirements in respective section for each utility type.

3.12 MAINTENANCE

A. Protection of newly graded areas:

1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.

2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION 31 20 00

SECTION 33 01 30.72 – RELINING SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work

Scope of work includes the cleaning and preparing the existing pipe to receive the liner; installation of the liner, testing, televised inspection of the completed work. The Contractor shall be responsible for all labor, materials and equipment required to complete the work. The project pipeline is a storm drain pipeline that is subject to tidal fluctuations.

B. Protection of Existing Work

The CONTRACTOR shall perform the work covered under this section in such a manner that shall not disturb, crack, or undermine existing foundations and shall not damage existing underground utilities or previously constructed portions of the work.

C. Related Work

Documents affecting work in this section include, but are not limited to, the General Conditions of the Contract and the Specifications Section 31 20 00 "EARTH MOVING"; and Section 33 41 00, "STORM DRAINAGE PIPING."

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced, and shall be considered to be the latest edition available. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 638	Tensile Properties of Plastics
ASTM D 790	Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D 883	Standard Terminology Relating to Plastics
ASTM D 1248	Polyethylene Plastics Molding and Extrusion Materials
ASTM D 1693	Environmental Stress Cracking of Ethylene Plastics
ASTM D 2412	Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
ASTM D 2990	Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM D 3350	Polyethylene Plastic Pipe and Fittings Material
ASTM D 5813	Cured-In-Place Thermosetting Resin Sewer Pipe
ASTM F 1216	Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

1.3 DEFINITIONS

Cured-In-Place Pipe (CIPP): Hollow cylinder containing non-woven or woven material, or combination of non-woven and woven material surrounded by cured thermosetting resin. Plastic coatings may be included. This pipe is formed within existing pipe, and takes the shape of and fits tightly to existing pipe.

Inversion: Process of turning resin impregnated tube inside-out by use of water pressure or air pressure for CIPP.

1.4 SAFETY

A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.

B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

C. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

D. Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Proposal.

1.5 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performances of the work of this Section.

B. The installer shall be licensed by the lining system manufacturer and be thoroughly trained and experienced in the necessary crafts. Installer shall be completely familiar with the specified requirements and methods needed for proper performance of the work. The installer shall have a minimum of 3 consecutive year's experience installing lining systems into sanitary sewer and storm drainage systems.

1.5 SUBMITTALS

Submit the following items to the Project manager for approval.

A. Manufacturer's Catalog Data or cut sheets on pipe liner materials and joint materials/seals at pipe ends.

B. Manufacturer's installation instructions and procedures on for CIPP resin and catalyst system.

C. Contractor's proposed list of equipment and procedures for accomplishing the work.

D. Certifications:

1. Manufacturer's certification that the materials to be used meet the referenced standards.

2. License or Certificate verifying Manufacturer's/Licensor's approval of the Installer

E. Design Calculations for wall thickness designs. To be completed by an engineer proficient in the designs of CIPP pipeline systems.

F. CCTV video of pipe line before lining and after lining.

1.6 DELIVERY, STORAGE AND HANDLING

A. Delivery and Storage

Inspect materials delivered to the site for damage; store with minimum of handling. Store materials on site in enclosure or under protective coverings. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep the inside of pipes and fittings free of dirt and debris.

B. Handling

Handle pipe and liner material and other accessories in such manner as to ensure delivery in sound undamaged condition. Carry, do not drag, pipe and pipe liners to the trench.

1.7 AS-BUILT DRAWINGS

A. Red-lined As-Built drawings, pre & post inspection videotapes and/or CD's shall be submitted to the Owner, by the Contractor within 2 weeks of final acceptance of said work or as specified by the Owner. Red-lined As-Built drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provided to the Contractor at the onset of the project.

B. Red-lined As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the Owner and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

C. Compensation for all work required for the submittal and approval of As-Built Drawings shall be included in the various pipelining items contained in the Proposal.

PART 2 PRODUCTS

2.1 CURED-IN-PLACE PIPE (CIPP) LINER MATERIALS

A. Materials

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

2. Seams in the tube shall be stronger than the non-seamed felt material.

3. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.

4. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness, but not less than 0.50 inches thick.

5. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.

6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television (CCTV) inspection equipment may be made.

7. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.

8. The Resin System. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.

B. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.

2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material. Such testing results must be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. A percentage of the instantaneous flexural modulus value (as measured by ASTM D 790 testing) will be used in design calculations for external buckling. The percentage, or long term creep retention value utilized will be verified by this testing. Retention values exceeding 50 percent of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction, unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

3. Circular CIPP Design- Minimum Design Assumptions

    a. Host pipe is structurally sound and liner to be design for "**Partially Deteriorated**" conditions

    a. An enhancement factor (K) of 7, assuming a close fit with the host pipe.

    b. Minimum factor of safety (N) of 2 for restrained buckling analysis.

    c. Modulus of soil reaction (E's) will be assumed to be 1,000 psi unless otherwise specified.

    d. The following minimum values for ovality of the existing sewer shall be used unless otherwise specified or as determined from observation of the maintenance inspection.

        i. Partially deteriorated design – 3%

        ii. Fully deteriorated design – 3%

Circular CIPP Design – Partially Deteriorated Condition

    a. Design CIPP for partially deteriorated pipe condition in accordance with Appendix X1 of ASTM F1216 and the following minimum design checks:
        i. Determine wall thickness by restrained buckling method.
        ii. Determine whether wall thickness will be governed by long-term flexural stress.
        iii. Determine whether any localized thickening is required for the missing segments or holes in the host pipe.
        iv. Perform supplemental design checks where the host pipe has invert "flats" to determine whether wall thickness will be governed by one of the following:
            - Buckling, by assuming the flat functions as a pin-ended strut.
            - Stress, by assuming the flat functions as a pinned member, subject to axial and transverse loads.

- Deflection, by assuming that allowable deflection is limited to 3% of the length of the flat.

4. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

5. The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

		MINIMUM PHYSICAL PROPERTIES		
Property	ASTM Test Method	POLYESTER System	FILLED POLYESTER System	VINYL ESTER System
FLEXURAL STRENGTH	D790	4,500 PSI	4,500PSI	5,000PSI
FLEXURAL MODULUS (INITIAL)	D790	250,000PSI	400,000PSI	300,000PSI
FLEXURAL MODULUS (50YR)	D790	125,000PSI	200,000PSI	150,000PSI
TENSILE STRENGTH	D638	3,000PSI	3,000PSI	4,000PSI

6. The Contractor will be required to perform his own pre-design CCTV video inspection of the pipeline being rehabilitated.

B. Joint Sealant Material

Expanding Hydrophilic Rubber Joint Seal: The rubber seal shall be an extended hydrophilic rubber compound from chloroprene (Neoprene) rubber and a hydrophilic resin, which expands on contact with water. The rubber joint seal shall be bonded with adhesive on one face to hold it in place during assembly. On contact with water, the rubber shall swell by up to 10 times its original volume if necessary and mold itself to completely fill any gaps and exert pressure evenly to ensure the seal. High compression or bolt up forces shall not be necessary to effect a complete and watertight seal.

2.4 STORM DRAINAGE MAIN AND LATERAL MATERIALS

A. All materials required for the construction or replacement of storm drainage piping, manholes, and lateral piping shall be in accordance with Section 33 41 00, "STORM DRAINAGE PIPING."

PART 3 EXECUTION

3.1 PREPARATION

A. Pre-design CCTV Inspection

The Contractor shall conduct a post-cleaning CCTV inspection of the existing storm piping system prior to designing the liner system. Comply with the paragraph sections entitled "CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION." Inspection of existing lines shall be performed by experienced personnel trained in locating breaks, obstacles and service

connections by closed circuit television. The interior of the line shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the liner into the existing pipeline, and such conditions shall be noted so they can be corrected. A videotape and suitable log shall be kept for later reference.

B. Installer's Qualifications

The pipeline liner material installer shall be the qualified person established during the Pre-Qualification process. A substitution installer may not be used without obtaining prior approval from the Owner.

C. Cleaning of Pipelines

The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe.

The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a site for the disposal of all debris removed, from the Owner's system, as a direct result of the cleaning operation. Unless otherwise specified by the Owner, the Contractor shall dispose of all debris at no charge.

Should any dumping fees apply, the Contractor shall be compensated at the respective unit price bid in the Proposal for cleaning.

D. Storm Drainage Main Point Repairs

Storm drain point repairs and piping replacement work shall be performed in accordance with Section 33 41 00 STORM DRAINAGE PIPING. During the course of the TV inspection and line cleaning procedures, any identified point repairs and obstruction removals that require the excavation and replacement of a section of pipeline shall be brought to the attention of the Project Manager. No repairs shall begin until the repair plan has been approved by the Project Manager.

Once approval is received from the Project Manager, clear the line of all obstructions and repair all structural pipe defects. Remove all solids, roots, and other obstructions not removed by the cleaning operations. Repair all dropped joints, broken pipes, protruding service connections or collapsed pipes, as noted by the TV inspection that will prevent the insertion of the liner pipe.

3.2 CURED-IN-PLACE PIPE LINER INSTALLATION

Notify the Project Manager 72 hours prior to starting construction.

A. Verification of Existing Sewer Dimensions

1. Verify dimensional requirement and depths of each pipe to be rehabilitated prior to design of the CIPP tube.

2. Use calibrated calipers or other suitable measuring device capable of measuring accurately to +/- 1/16 inch to confirm cross section geometry at the following clock positions.

   i. 12:00 to 6:00
   ii. 2:00 to 8:00
   iii. 3:00 to 9:00
   iv. 4:00 to 10:00

3. Estimate the remainder of the sewer dimensional requirements based on dimensional checks and the CCTV sewer pre-installation inspection.

4. Obtain additional measurements for large diameter (larger than 24-inch) and for non-circular sewer sufficient to define the cross section to meet the design objective of manufacturing and installing a close-fit liner without annulus, including but not limited to the length of the inside perimeter (circumference) of the sewer at the upstream and downstream ends.

B. Cured-In-Place Liner Installation

1. The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS.

2. CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:

3. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

4. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the bottom of the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner. Contractor shall use a sensing cable (to be left in place) that is capable of continuously monitor curing temperatures along the entire length of the CIPP liner capable of monitoring temperatures every 18 inches in real time.

5. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

B. Cured-In-Place Liner Curing

After inversion is completed, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water throughout the section by means of a prestrung hose to uniformly raise the water temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated reconstruction tube and the pipe invert at the remote manhole to determine the temperatures during cure. Water temperature in the line during the curing period shall be as recommended by the resin manufacturer. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The curing period shall be of a duration recommended by the resin manufacturer, as modified for the cured-in-place inversion process, during which time the recirculation of the water and cycling of the heat exchanger continues to maintain the proper water temperature.

The Contractor shall cool the hardened pipe to a temperature below 100 degrees F before relieving the static head in the inversion standpipe. Cool-down may be accomplished by introduction of cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe. The discharge water temperature shall not exceed the level allowed by State or local standards.

The finished pipe shall be continuous over the entire length of an inversion run and be free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination. It shall also meet the leakage requirements or pressure test specified below. If due to broken or misaligned pipe at the manhole wall or other reason the new pipe liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be a resin mixture compatible with the pipe.

3.4 POST INSTALLATION

After installation of PE liner pipe, a minimum of 6 inches of liner material shall be left to protrude from the wall of the entrance and exit manholes prior to relaxation. A 48 hour relaxation period (or longer if recommended by the manufacturer) shall be required to allow the liner to stabilize. After the relaxation period, the protruding ends in the exit and entrance manholes shall be neatly trimmed back so no more than 3 inches and no less than 2 inches protrudes from the manhole wall and allow a slight flaring of the material at the wall so that the liner will not pull away from the opening and retract into the original pipe. Where liner pipe is installed in two or more continuous manhole segments, the liner invert through the intermediate manholes shall be left intact. Final finishing of the installation in these intermediate manholes shall require removal of the top of the exposed liner and neat trimmings of the liner edge where it touches the lip of the manhole bench. Portions of any piece of liner material removed during installation shall be available for inspection and retention by the Project Manager. Each line segment shall be TV inspected as soon as practical after liner segment installation.

3.4 FIELD QUALITY CONTROL

A. Field Test and Inspections

The Project Manager will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed in accordance with the drawings and specifications.

B Testing of Installed CIPP

1. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Owner for testing. All materials testing shall be performed at the Owner's expense, by an independent third party laboratory selected by the Owner as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

2. The Contractor shall provide samples for testing to the Owner from the actual installed CIPP liner. Samples shall be provided, at a minimum from one location per 1000 linear feet of CIPP installed or as required by the Owner. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All curing, cutting and identification of samples will be witnessed by the Owner and transmitted by the Owner to the testing laboratory.

   On pipelines greater in diameter than is practical to produce restrained samples, the Owner may at its discretion, require plate samples cured with the CIPP or designate a location in the newly installed CIPP where the Contractor shall take a sample. The Opening produced from the sample shall be repaired in accordance with manufacturers recommended procedures.

3. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet minimum requirements, the CIPP shall be repaired or replaced by the Contractor, at no additional cost to the Owner.

4. Chemical resistance - The CIPP system installed shall meet the chemical resistance requirements of ASTM standards. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements.

5. Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall at a minimum be equal to the full flow capacity of the original pipe before rehabilitation. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

6. The installed CIPP thickness shall be measured for each line section installed. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor then the liner shall be repaired or removed. The liner thickness shall have tolerance of minus 5% plus 10%. In man-entry size piping the Contractor shall remove a minimum of one sample or one sample every line section of installed CIPP, not meeting the specified design thickness, to be used to check the liner thickness. The samples shall be taken by core drilling 2-inch diameter test plugs at random locations selected by the Owner. As an alternative, the Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed CIPP.

7. All costs, to the Contractor, associated with providing cured CIPP samples for testing shall be included in the Lump Sum price bid for Mobilization. Payment for all testing by a laboratory will be paid for, by the Owner, directly to the laboratory under the lump sum reserve for testing item force bid in the Bid Proposal.

3.5 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTIONS

A. Scope of work:

1. The contractor shall conduct a Closed Circuit Television (CCTV) inspection of the completed storm drainage system in accordance with the Pipeline Assessment Certification Program (PACP) inspection standards or equal and closed circuit television techniques. The CCTV Contractor shall video inspect all mainline sections of pipe sized 10 inches in diameter and larger from storm box to storm box. Video inspection shall be performed immediately before new C.I.P.P. lining, and after construction and prior to Final Inspection of the system.

2. Prior to performing CCTV inspection, all storm drainage piping shall be thoroughly cleaned of all sand, sediments, debris, and equipment.

B. CCTV Equipment

1. Television inspection equipment shall have an accurate footage counter that will display on the monitor and record the camera distance from the centerline of the starting manhole/storm box. Prior to beginning of each CCTV inspection segment, manhole/storm box identification numbers, as indicated on the construction drawings, or as provided by the Owner, will be displayed in the title and be part of the video record.

2. The camera shall be a remote operated pan/tilt type, with rotating camera and light head with a 360 degree rotating view angle and a minimum 270 degree pan angle. The variable intensity control of the camera light shall be adjustable from the remote viewing station controls.

3. The camera, television monitor and other components shall be color, and camera/light quality shall allow a clear, in-focus picture for the entire periphery of the pipelines extending at least ten (10) feet in front of the camera.

C. Execution

1. Internal inspection of pipelines shall be performed by PACP certified personnel, or equal trained in the identification of pipe deficiencies and condition assessment utilizing CCTV equipment. The pipe must be clear of any dirt or debris. The CCTV inspection technician shall have full control of the movement of the camera unit at all times. The travel speed of the camera may be variable, but uniform with no jerky or movement, with a maximum speed of 20 feet per minute.

2. The interior of the pipe shall be carefully inspected to determine the location and extent of all deficiencies. Pipe conditions that result in a question of proper installation procedures shall be noted so these conditions can be reviewed and, if necessary, corrective actions can be taken prior to Final Acceptance by the owner. Continuous footage readings for identifying the location of defects must be accurate to within 3 percent tolerance. Deficiency identification are to be called out and recorded to the nearest full foot.

3. As directed by the Owner, or his representative, the camera shall be stopped to view and analyze conditions that appear unusual or uncommon.

4. CCTV Contractor shall record inspections in a PACP format and shall be recorded in a high quality CD/DV format. The title shall include the following information:

   a) Date and time

   b) Storm segment number

   c) Upstream manhole number and downstream manhole number

   d) Size of pipe and material

   e) Location (start and end counter distance in feet from the beginning point) and description of obstructions; structural defects, longitudinal or circumferential cracking; joints that are open or leaking, sags; sediments, and other abnormalities. The CCTV Contractor's written log shall contain the same information.

D. Submittal: The CCTV Inspection Video shall be submitted to the Program Manager for review upon completion of the inspection and completion of any discrepancies. Any pipe segments that must be repaired or found to have deficiencies repaired, shall have those sections re-inspected by the CCTV and updated reports submitted.

3.5 CLEANUP

After the installation work has been completed and all testing acceptable, The Contractor shall clean up the entire project area and return the ground surface to its original condition. All excess materials and debris not incorporated into the permanent installation shall be disposed of by the Contractor. Sidewalks, driveways, and street surfaces shall be restored as specified or to the original condition.

END OF SECTION 33 01 30.72

SECTION 33 41 00 - STORM DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY OF WORK

The scope of work includes the installation of new storm drainage system and pipe culverts; manholes, curb inlets, and other accessories; repair of existing storm drainage piping and culverts.

1.2 SUBMITTALS

Submit the following prior to commencing work on the system.

A. Manufacturer's Catalog Data

1. Piping and jointing materials

2. Cast-Iron Frames and Grates

3. Pre-cast boxes or manholes

1.3 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Storage

1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

2. Metal Items: Check upon arrival identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

B. Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care not to damage pipe and fittings; if damaged, make repairs. Carry, do not drag pipe to trench.

PART 2 - PRODUCTS

2.1 PIPELINE MATERIALS

A. Concrete Piping

1. Concrete storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C76, Class III, Wall B, bell and spigot o-ring joint.

2. Jointing materials for concrete piping shall be as specified by the pipe manufacturer and the type of joint provided.

B. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings

1. PVC plastic pipe and fittings shall conform to ASTM D 3034, SDR 26, having ends adaptable for elastomeric gasket joints.

2. Joints for PVC plastic pipe and fittings shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

C. Ductile Iron Pipe (DIP) and Fittings

1. Ductile iron pipe used for storm drainage applications shall conform to ASTM A 746, or AWWA C150, Thickness Class 50. Pipe shall have cement mortar lining in conformance with AWWA C104. Fittings shall conform to AWWA C110, and shall also be cement mortar lined.

2. Joints for ductile iron pipe and fittings shall be push on joints. Shape of pipe ends and fitting ends, gaskets, and lubricants for joint assembly shall conform to AWWA C111, except that the gaskets shall be suitable for exposure to sewage.

D. High Density Polyethylene (HDPE) Corrugated Plastic Pipe

1. High density polyethylene plastic pipe and fittings shall have a corrugated exterior and a smooth-flow interior. Pipe sizes 4-inch through 10-inch diameter shall meet the requirements of AASHTO M252, Type S. Pipe sizes 12-inch through 36-inch diameter shall meet the requirements of AASHTO M294, Type S. Fittings shall be constructed of the same material and have the same strength and flow characteristics as the pipe.

2. Joints for HDPE pipe and fittings shall be a bell and spigot configuration using an elastomeric gasket seal. Gaskets shall conform to ASTM F 477.

2.2 SUBSURFACE DRAINS

A. Subsurface drain pipe

Corrugated perforated high density polyethylene pipe meeting AASHTO M252, Type C, size as indicated. The piping shall have a factory installed geotextile wrapping, or "sock."

B. Rock/Gravel Backfilll - No. 789 Stone, Per ASTM C 33.

2.3 MISCELLANEOUS MATERIALS

A. Precast Concrete Manhole/Drop Inlet Sections

Precast concrete storm structure boxes shall conform to SCDOT-SS Section 719.2.9, "Precast Reinforced Concrete Drainage Structures."

B. Frames, Covers, and Gratings

Frames, covers, and gratings shall be of the nominal type and size indicated on the construction drawings.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

A. General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

1. Location: The work covered by this section shall be as indicated on the drawings.

2. Earthwork: Perform earthwork operations in accordance with Section 31 20 00, EARTH MOVING.

3. All existing and new storm drainage pipes, inlets, manholes and structures on site shall be protected against eroded soils and sediment.

B. Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell or groove ends in the upgrade direction. Adjust spigots in bells or tongues in grooves to produce a uniform space. Blocking or wedging between tongues and grooves will not be permitted. Install joint gasket material as recommended by the manufacturer of the pipe being laid.

Concrete tongue and groove pipe joints shall be wrapped with an exterior layer of nonwoven filter fabric with a minimum width of 12 inches, and a minimum of 12 inches of overlap at the ends, with the top overlap being from the top and ending on the side of the pipe not the crown. Ensure wrapping is firmly secured to pipe and itself to prevent loosing or separation during the backfilling operations.

Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper caulking or installation of joint gasket material. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.

When pipes are protected by headwalls or connect with drainage structures, the exposed ends of the pipe shall be placed or cut flush with the face of the structure. After the pipe is cut, the rough edges shall be smoothed up in an approved manner. At the end of each workday, close open ends of pipe temporarily with wood blocks or bulkheads, or other approved erosion control material to protect pipe from erodible soils and debris.

Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

All pipe in-place shall be inspected and approved before being covered and concealed.

C. Special Requirements

Polyethylene subsurface drains shall be installed per manufacturer's recommendations. Gravel backfill shall be laid to depths and compaction levels as indicated.

D. Drop Inlet Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joint between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete drop inlets. Parging will not be required for precast concrete manholes. Drop inlets, or other structures shall be constructed to the line and dimension shown on the construction drawings.

3.3 FIELD QUALITY CONTROL

A. Field Tests and Inspections

The Engineer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide, labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications. Coordinate and schedule all tests and inspections with the Engineer a minimum of 48 hours (2 working days) in advance of the test.

B. Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. Upon completion of work, the entire piped drainage system shall be cleaned.

3.4 RECORD CLOSEOUT DOCUMENTS

A. Provide final As-built Record Drawings of the completed storm water improvements and submit for approval.

Record Drawings must identify at a minimum:

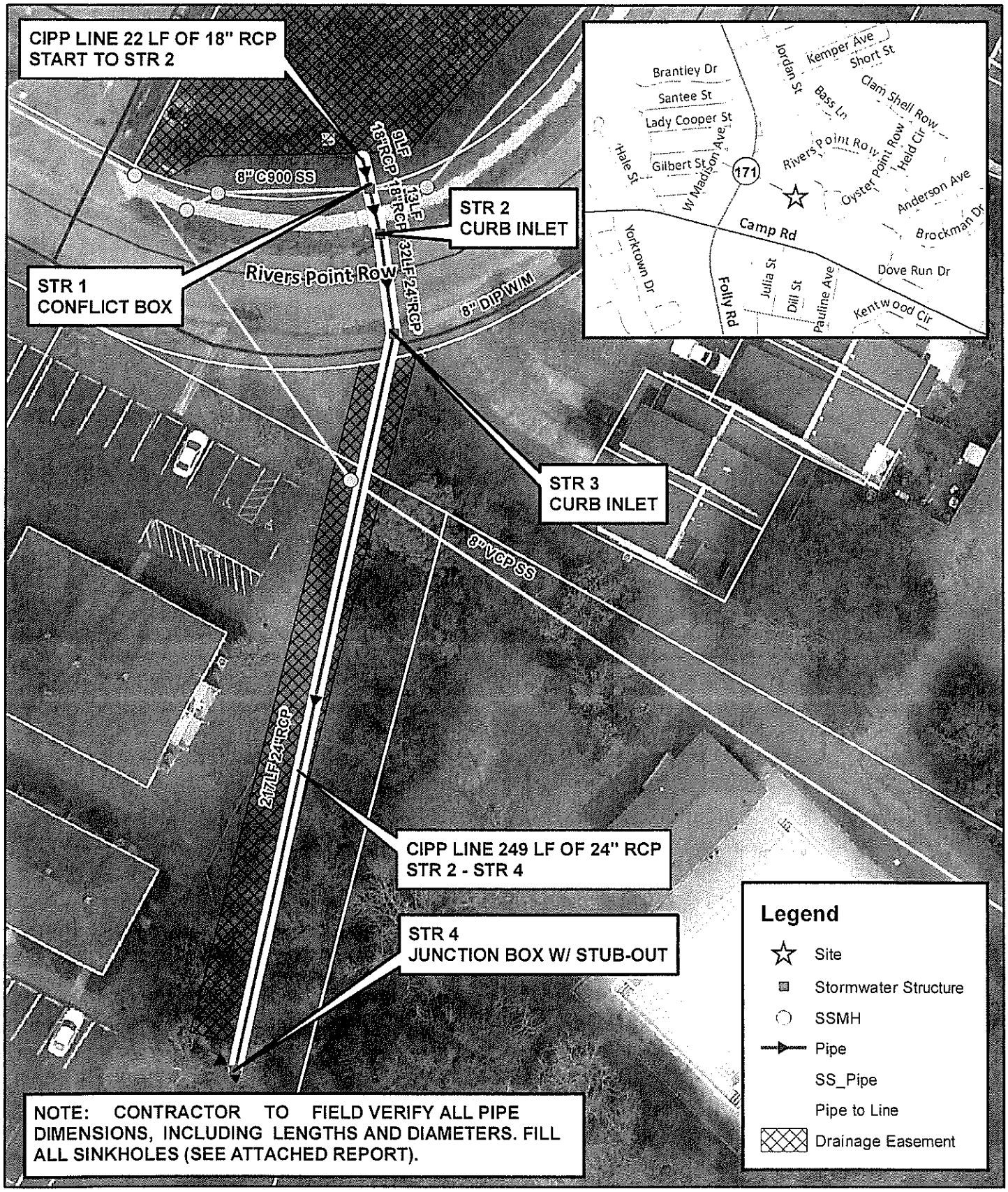
1. each storm drain pipe installed, its size, material, invert elevation at the downstream outlet and the upstream inlet, length and the resultant pipe slope;

2. each storm box structure, manhole, catch basin and curb inlet; the structure top elevation:, for curb inlets, swale inlets and detention basin outlet control structures, also indicate the inlet elevation and size of weirs and orifices.

B. Retain the services of a Registered Land Surveyor and comply with these and the requirements specified in Section 017123, "Construction Stakeout and Field Engineering" and the requirements of this section. The Contractor will be provided a copy of the original Site electronic CAD files to use as a base for the creation of these as-built record drawings.

END OF SECTION 334100

Rivers Point Row (James Island)



NOTE: CONTRACTOR TO FIELD VERIFY ALL PIPE DIMENSIONS, INCLUDING LENGTHS AND DIAMETERS. FILL ALL SINKHOLES (SEE ATTACHED REPORT).

City of Charleston
Department of Stormwater Management
Projects Division
2 George St, Suite 2100
Charleston, SC 29401
www.charleston-sc.gov

0 20 40 80 120 Feet

Date: 11/13/2019

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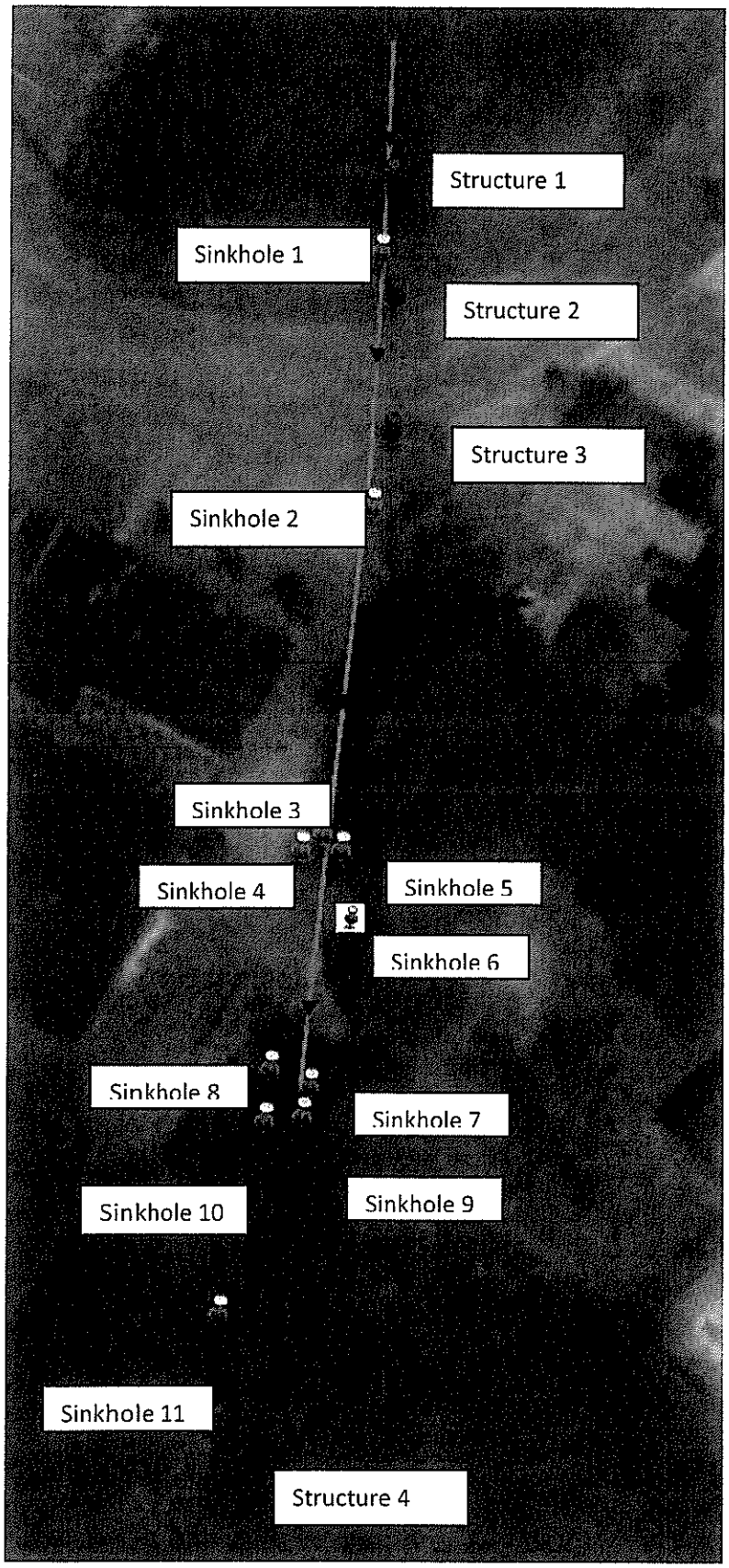
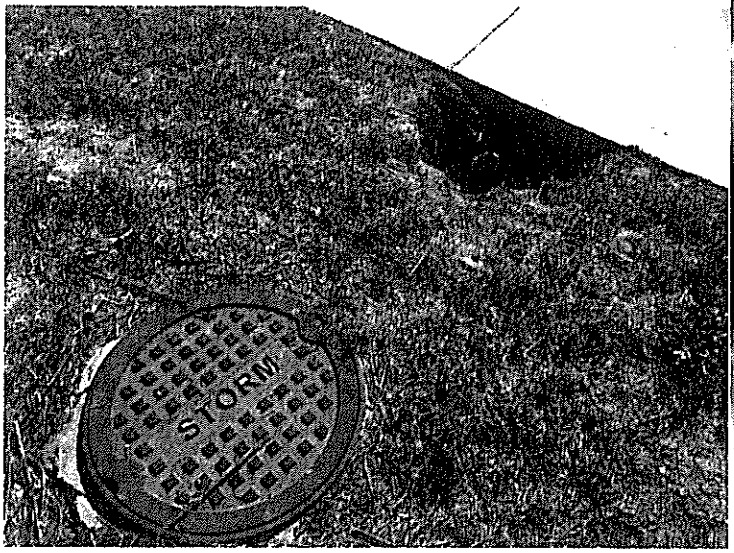
Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row



Structures Sinkholes

Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row



Structure 1: Conflict Box on the north side of Rivers Point Row, over the sidewalk in the grass. Water was flowing in the pipe and there was another pipe that cut through the junction box

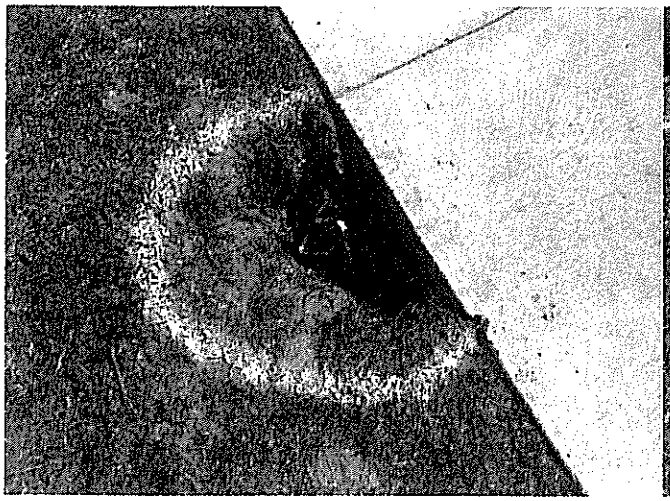
Structure 2: Curb Inlet on the north side of Rivers Point Row, this is a curb inlet that is blocked by debris, could not see into box.

Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row

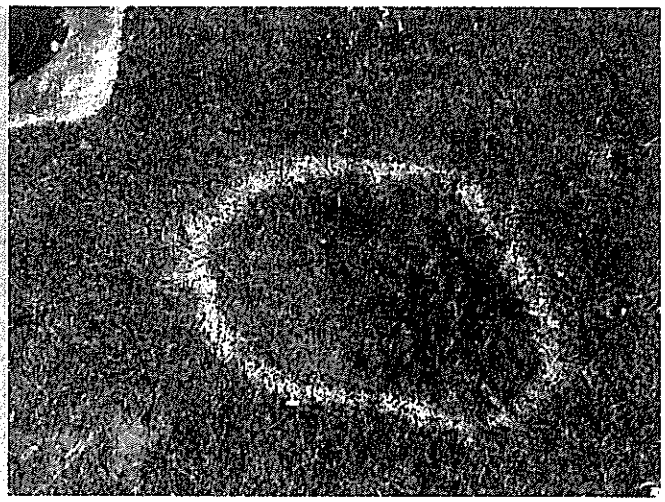
Structure 3: Curb Inlet on the south side of Rivers Point Row, this is a curb inlet that has water flowing through it, has a pipe that enters laterally right above the storm pipe

Structure 4: Junction Box with a stub-out at the end of the pipe, this drains into a ditch, there is water pooling in the junction box, there is a small black pipe that is above the storm pipe as well as another storm pipe that comes in diagonally from the left

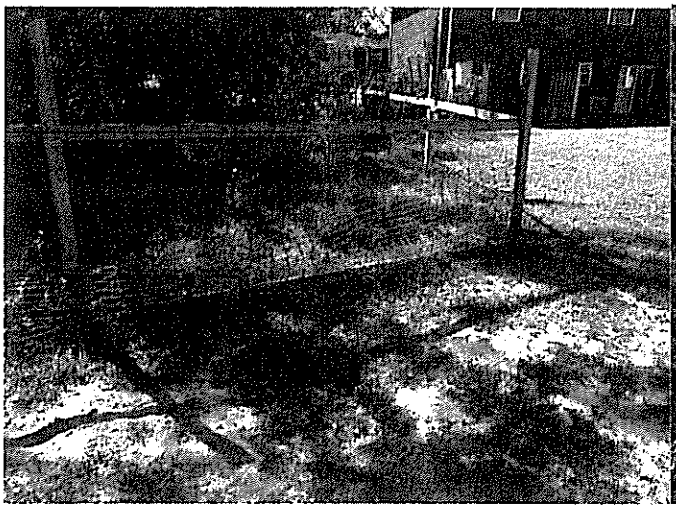
Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row



Sinkhole 1: 28" diameter, 16" deep



Sinkhole 2: 38" diameter, 7" deep



Sinkhole 3: 43" diameter, 5" deep

Sinkhole 4: 56" diameter, 8" deep

Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row

Sinkhole 5: 31" diameter, 14" deep

Sinkhole 6: 60" diameter, 12" deep

Sinkhole 7: 64" diameter, 17" deep

Sinkhole 8: 23" diameter, 7" deep

Evaluation Report of Storm Structures and Sinkholes
Rivers Point Row

Sinkhole 9: 43" diameter, 4" deep

Sinkhole 10: 28" diameter, 15" deep

Sinkhole 11: 45" diameter, 3" deep

3j

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: 25' CENTER CONSOLE BOAT

REQUEST: Approval to purchase a 25' center console boat from Safe Boats International, 8800 SW Barney White Rd., Bremerton, WA 98312. GSA Contract #47QSWA18D005J

COMMITTEE OF COUNCIL: Ways & Means **DATE:** January 14, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	x	☐	Luther Reynolds	☐
Procurement Director	X	☐	Gary Ing	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 240026 Account #: ~~5801~~058015

Balance in Account $281,069 Amount needed for this item $270,360.23

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Port Security Grant #EMW-2019-PU-00344

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SAFE Boats International
8800 SW Barney White Rd
Bremerton, WA 98312
t: (360) 674-7161 f: (360) 674-7149

QUOTE

GSA Contract 47QSWA18D005J

Number	AAAQ3608-03
Date	Nov 21, 2019
Expiration Date	Feb 21, 2020
Salesperson	Scott Clanton

Sold To

City of Charleston Police Department
Chris Morrell
180 Lockwood Blvd.

Charleston, SC 29403
USA
Phone (843) 901-3839
Fax

Ship To

City of Charleston Police Department
Chris Morrell
180 Lockwood Blvd.

Charleston, SC 29403
USA
Phone (843) 901-3839
Fax

Line	GSA	Code	Description	Qty	Price	Ext. Price
1	260-01	225-14	**SAFE 25 CENTER CONSOLE** SAFE 25 CENTER CONSOLE SPECIFICATIONS -LENGTH OVERALL (LOA) (NO ENGINES): 25' -LENGTH OVERALL (METERS): 7.6M -BEAM OVERALL (BOA): 8'-6" -BEAM OVERALL (METERS): 2.6M -DEADRISE AT TRANSOM: 25 DEG -DRAFT (ENGINE TRIMMED UP): 19" -MAX HP: 500 -FUEL CAP. (GAL): 150 -MAX NUMBER OF PERSONS: 15 -SEATED POSITIONS: 6 -DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE): 4,998 LBS HULL & DECK -1/4" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING -PRESSURE TESTED AIR TIGHT HULL -REINFORCED KEEL BEACHING PLATE -NOTCHED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE -PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING -FULLY WELDED PERFORMANCE LIFTING STRAKES -SELF BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS -BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR -DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS -SACRIFICIAL HULL ANODE(S) SUPER STRUCTURE -ALUMINUM T-TOP WITH RAIN CAPTURE RING AND DOWN SPOUTS TO SELF-BAILING DECK -LAMINATED SAFETY GLASS WINDSHIELD AND SIDE WINDOWS WITH BLOW-OUT RESISTANT GASKET -SWING DOWN RADAR POD -SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP CONSOLE & DASH -PORT SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL SEATING, SEAT STORAGE & UPHOLSTERY -TWO (2) FLIP UP SEATS WITH SEAT BELTS MOUNTED ON BOLSTER STORAGE BOX	1	$117,461.27	$117,461.27

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-AFT STORAGE BOLSTER WITH LARGE AFT FACING GASKETED ALUMINUM DOORS COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED COATINGS, COVERINGS & LETTERING -BLACK NON-SKID DECKS AND GUNNELS -BLACK RUBBERIZED DASH SKID -UPHOLSTERED HEADLINER TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD ON CLEATS -BOW AND STERN LIFTING EYES -WELD ON BOW EYE WITH DUAL SS INSERTS -WELD ON TRANSOM TIE DOWNS -FORE AND AFT TOW POSTS WITH SINGLE SS CROSS PIN -MOTOR GUARD/TOW LINE GUIDE ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE GRADE BATTERY WITH SWITCH -BLUE SEA 360 MARINE GRADE BREAKER SYSTEM -BACKLIT SWITCH PANEL WITH MARINE GRADE SWITCHES -FOUR (4) 12VDC POWER RECEPTACLES - TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -RED/WHITE OVERHEAD DOME LIGHT -FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK -ONE (1) 12VDC RECHARGEABLE FLASHLIGHT ELECTRONICS, NAVIGATION & COMMUNICATION -MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING -NAVIGATION HORN SAFETY, RESCUE & DIVING EQUIPMENT -TWO (2) FIRE EXTINGUISHERS -LIFE RING MOUNT FUEL SYSTEM -150 - GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086)			
2	OPEN MARKET	SBI-1220U	**UPGRADE SBI-1220 FLIP-UP SEATS (PR) W/ SUSPENSION.** UPGRADE SBI-1220 TT & CC FLIP-UP SEATS W/ SHOCK MITIGATION. (PAIR)	1	$3,300.00	$3,300.00
3	260-01	SSLCCTT	**SEAT STORAGE LOCKER IN FRONT OF CONSOLE. (CC/TT)** SEAT STORAGE LOCKER W/ FABRICATED LID IN FRONT OF CONSOLE ON EITHER CENTER CONSOLE OR T-TOP MODELS. LOCKER LID HAS GAS STRUT, SS LATCHES, AND NON-SKID SURFACE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,726.55	$1,726.55
4	OPEN MARKET	CETT	**CANVAS ENCLOSURE FOR T-TOP** FULL CANVAS ENCLOSURE FOR T-TOP INCLUDES ROLL UP SIDE AND AFT CURTAINS ENCAPSULATING T-TOP. AVAILABLE COLORS: GREY, GREEN OR BLACK **Grey**	1	$2,238.48	$2,238.48
5	OPEN MARKET	RWBK	**BLACK RUBBERIZED RAIL WRAP.** BLACK RUBBERIZED RAIL WRAP.	1	$0.00	$0.00

Line	GSA	Code	Description	Qty	Price	Ext. Price
6	OPEN MARKET	NSBK	**BLACK NON-SKID** BLACK NON-SKID	1	$0.00	$0.00
7	OPEN MARKET	RSBK	**BLACK RUB-STRAKE** BLACK RUB-STRAKE	1	$0.00	$0.00
8	OPEN MARKET	DSBK	**BLACK RUBBERIZED DASH SKID** BLACK RUBBERIZED DASH SKID	1	$0.00	$0.00
9	OPEN MARKET	CCBL	**COLLAR COLOR BLUE** COLLAR COLOR BLUE	1	$0.00	$0.00
10	260-01	BC1	**BOW COVER 1 PIECE, 8 6" WIDE.** SEVERE DUTY PADDED BOW COVER FOR 8'6" WIDE HULLS, 17' THROUGH 25'. INCLUDES NECESSARY HARDWARE AND INSTALLATION. **Extra Bow Cover as spare.**	2	$1,204.52	$2,409.04
11	260-01	25XDR2	**SAFE XDR-2 COLLAR SYSTEM UPGRADE.** SAFE XDR-2 COLLAR SYSTEM UPGRADE. INCLUDES XDR-1 SYSTEM PLUS S/S D-RINGS AND HAND LINES.	1	$806.51	$806.51
12	OPEN MARKET	CID-1	**COLLAR IDENTIFICATION - MIDSHIPS.** COLLAR IDENTIFICATION - MIDSHIPS. INSTALL AGENCY NAME IN ADHESIVE VINYL LETTERING TO COLLAR MIDSHIPS, PORT AND STARBOARD. LETTERING INCLUDES 6" BLOCK LETTERS IN SINGLE SOLID COLOR. CUSTOM COLORS AND REFLECTIVE MATERIAL AVAILABLE FOR AN ADDITIONAL CHARGE. PLEASE INCLUDE REQUESTED NAME AND COLOR IN SALES NOTES.	1	$381.17	$381.17
13	260-01	DLPRCP	**DIVE LADDER PRC PLATFORM** DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.	1	$918.70	$918.70
14	260-01	DLG4	**DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT.** DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.	1	$473.96	$473.96
15	OPEN MARKET	PRC-8.5	**SAFE 8FT 6IN BEAM BOATS PERSONNEL RECOVERY CUTOUT** PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY.	1	$1,923.35	$1,923.35
16	OPEN MARKET	BP225	**ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE 25 CC.** ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE 25 CENTER CONSOLE. INCLUDES: SURFACE PREPARATION TO MANUFACTURERS SPECIFICATIONS AND BLACK SHERWIN WILLIAMS SEAVOYAGE (SEAGUARD), HEAVY METAL FREE (HMF), ANTI-FOULING, ABLATIVE PAINT ON ALL WETTED SURFACES BELOW COLLAR.	1	$11,146.06	$11,146.06
17	260-01	MY250-25D	**DUAL YAMAHA 250HP - 25IN SHAFT OFFSHORE OUTBOARDS** YAMAHA - TWO (2) (1-R, 1-L) F250XCA & LF250XCA 4-STROKE. (25" SHAFT). REQUIRES FLY BY WIRE CONTROLS.	1	$38,542.91	$38,542.91

Line	GSA	Code	Description	Qty	Price	Ext. Price
18	260-01	ERY2	**YAMAHA DUAL ENGINE RIGGING.** YAMAHA DUAL ENGINE DEC RIGGING. RIGGING INCLUDES: HYDRAULIC STEERING, TIE BAR, SS PROP, DUAL BINNACLE FLY BY WIRE, STEERING WHEEL, SAFETY LANYARD, COMMAND LINK PLUS DISPLAY, TWO ADDITIONAL STARTING BATTERIES AND INSTALLATION/LABOR. FOR ENGINES 250-350HP.	1	$11,467.93	$11,467.93
19	OPEN MARKET	SPARESSPROPS-YAM-2	**(2) SPARE SS PROPS FOR YAMAHA OUTBOARDS, (1RH, 1LH).** (2) SPARE STAINLESS STEEL PROPS FOR YAMAHA OUTBOARDS, (1RH, 1LH). INCLUDES: (1) YAMAHA 19P 15-1/4 SALTWATER SERIES II PROP W/SDS, RH, AND (1) YAMAHA 19P 15-1/4 SALTWATER SERIES II PROP W/SDS, LH.	1	$1,456.00	$1,456.00
20	260-01	PASU	**POWER ASSIST STEERING UPGRADE** POWER ASSIST STEERING UPGRADE. UPGRADE MANUAL HYDRAULIC STEERING WITH POWER ASSIST STEERING HELM AND PUMP. INCLUDES NECESSARY HOSES, HARDWARE AND INSTALLATION.	1	$2,739.15	$2,739.15
21	260-01	SSWS	**UPGRADE TO STAINLESS STEEL STEERING WHEEL.** UPGRADE TO SCHMIDT STYLE DESTROYER STAINLESS STEEL STEERING WHEEL WITH POWER KNOB. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$74.79	$74.79
22	260-01	GPSMAP8612xsv	**GARMIN GPSMAP 8612XSV 12" TOUCH HD CHARTPLOTTER/SONAR COMBO WITH PRELOADED HD MAPS** INCLUDES: (1) GARMIN 010-02092-03 GPSMAP 8612XSV 12" HD TOUCHSCREEN CHARTPLOTTER/SONOR COMBO WITH BUILT-IN SUPPORT FOR SONAR, INCLUDING DUAL-CHANNEL 1 KW TRADITIONAL CHIRP, CHIRP CLEARVU AND CHIRP SIDEVU SCANNING SONARS PLUS BUILT-IN SUPPORT FOR ULTRA HIGH-DEFINITION SCANNING SONAR (NO BLACK BOX REQUIRED), PRELOADED BLUECHART G3 US COASTAL & LAKEVU HD MAPS, NECESSARY HARDWARE AND INSTALLATION. (TRANSDUCER(S) AND EXTERNAL GPS ANTENNA SOLD SEPARATELY).	1	$3,886.56	$3,886.56
23	260-01	GPS19xNMEA2000	**GARMIN GPS 19X NMEA 2000 GPS ANTENNA** GARMIN GPS 19X NMEA 2000 GPS ANTENNA. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$304.15	$304.15
24	OPEN MARKET	GT51M-TM-86	**GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCER ON** GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCER ON SAFE 8'6" WIDE BOATS. INCLUDES: (1) GARMIN GT51M-TM TRANSOM MOUNT DOWNVU/SIDEVU TRANSDUCER (12-PIN), 500W (CHIRP 260/455 KHZ) TRADITIONAL 600W (MID-BAND CHIRP 80-160 KHZ) WITH TEMP, NECESSARY HARDWARE AND INSTALLATION.	1	$757.40	$757.40
25	260-01	GPTH	**GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER WITH DEPTH & TEMP (8-PIN)** GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER WITH DEPTH & TEMPERATURE (8-PIN) - AIRMAR P319. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$283.30	$283.30
26	OPEN MARKET	GMRFANTOM24	**GARMIN GMR FANTOM 24 - 24" DOME RADAR W/ MOTIONSCOPE TECHNOLOGY.** GARMIN GMR FANTOM 24 - 24" DOME RADAR WITH MOTIONSCOPE TECHNOLOGY. INCLUDES: (1) GARMIN 010-01707-00 - GMR FANTOM 24, 24", 40W SOLID-STATE, DOME RADAR WITH 20' TO 48 NAUTICAL MILE DETECTION RANGE, (1) 15M POWER CABLE, (1) 15M NETWORK CABLE, NECESSARY HARDWARE AND INSTALLATION	1	$2,960.00	$2,960.00

Line	GSA	Code	Description	Qty	Price	Ext. Price
27	OPEN MARKET	GMHS	**GARMIN MARINE HEADING SENSOR.** GARMIN MARINE HEADING SENSOR, 010-11417-00. THREE AXIS HEADING SENSOR OUTPUTS NMEA 0183 OR NMEA 2000 DATA. WHEN COUPLED WITH GARMIN MFD AND MARINE RADAR ALLOWS FOR RADAR/CHART OVERLAY, AND MARPA TRACKING OF THE BEARING, COURSE, SPEED AND PREDICTED CLOSEST APPROACH OF UP TO (10) TARGETS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,036.08	$1,036.08
28	OPEN MARKET	FLIRM364	**FLIR M364 SINGLE PAYLOAD STABILIZED 640 THERMAL 24 DEG FOV CAMERA W/O JCU.** INCLUDES: (1) FLIR E70525 M364 SINGLE PAYLOAD, STABILIZED THERMAL CAMERA (640 X 480, 30HZ, 24 DEG FOV) WITH PAN, TILT AND ELECTRONIC ZOOM, (1) SBI FABRICATED FLIR M300 SERIES WELD-ON RISER BRACKET INSTALLED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION. FLIR JOYSTICK CONTROL UNIT (JCU) SOLD SEPARATELY.	1	$14,876.60	$14,876.60
29	OPEN MARKET	FLIRJCU1-PoEKIT	**FLIR JCU1 POE INJECTOR KIT FOR FLIR M300 SERIES CAMERAS.** INCLUDES: (1) FLIR T70477 JCU1 POE INJECTOR KIT CONSISTING OF: (1) JOYSTICK CONTROL UNIT (JCU 1) WITH WEATHER COVER, (1) 25' AND (1) 1' SHIELDED ETHERNET CABLE (RJ-45), (1) POWER OVER ETHERNET INJECTOR, (1) WATERPROOF COUPLER AND MOUNTING HARDWARE.	1	$1,236.45	$1,236.45
30	OPEN MARKET	F4MBBBBP	**WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE.** WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE, MOUNTED ON RADAR ARCH POD FACE FOR MAXIMUM 360 DEGREE VISIBILITY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,835.56	$1,835.56
31	260-01	HPW112/SA315	**WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.** WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,226.03	$1,226.03
32	OPEN MARKET	SLRCL-100 LED	**ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC.** ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC. INCLUDES: (1) ACR P/N 1951 RCL-100 LED REMOTE CONTROL SEARCHLIGHT WITH (1) MASTER CONTROLLER, (1) WIRED POINT PAD, NECESSARY HARDWARE AND INSTALLATION.	1	$2,160.77	$2,160.77
33	260-01	FLDRLED	**UPGRADE TO DR LED "KEVIN" 600+ LUMENS LED FLOOD LIGHTS.** UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$658.73	$658.73
34	OPEN MARKET	CPI506/S	**ICOM IC-M506 (FRONT MIC) VHF RADIO W/ SHAKESPEARE 5 VHF ANTENNA.** ICOM IC-M506 SUBMERSIBLE PLUS MARINE (FRONT MIC) VHF WITH CLASS D DSC, AND NMEA 0183/2000. INCLUDES: SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.	1	$1,096.32	$1,096.32
35	OPEN MARKET	MS-RA55-4	**FUSION MS-RA55 COMPACT MARINE STEREO W/ BLUETOOTH AUDIO STREAMIN** INCLUDES: (1) FUSION MS-RA55 COMPACT MARINE STEREO WITH	1	$1,248.03	$1,248.03

Line	GSA	Code	Description	Qty	Price	Ext. Price
			BLUETOOTH AUDIO STREAMING, (4) 4" FUSION SPEAKERS, (1) SHAKESPEARE GALAXY AM/FM ANTENNA WITH SS RATCHET MOUNT, NECESSARY HARDWARE AND INSTALLATION.			
36	OPEN MARKET	WM-BRM-1091M-1	**(1) BLAC-RAC MARINUS 1091M WEAPONS MOUNT WITH NON-ELECTRIC PROPR** INCLUDES: (1) BLAC-RAC MODEL 1091E MARINUS TACTICAL WEAPONS MOUNT WITH NON-ELECTRIC PROPRIETARY KEY LOCK, (1) BLAC-RAC 25018 18" T-CHANNEL MOUNT, HARDWARE AND INSTALLATION.	2	$797.97	$1,595.94
37	OPEN MARKET	ROM-CFE-1	**INSTALL CUSTOMER SUPPLIED AGENCY RADIO & ANTENNA. RADIO MAKE/MOD** INSTALL CUSTOMER SUPPLIED AGENCY RADIO & ANTENNA. INCLUDES: LABOR, NECESSARY HARDWARE, AND POWER FROM 12VDC DISTRIBUTION PANEL TO RADIO MOUNTING LOCATION FOR CUSTOMER SUPPLIED RADIO AND ANTENNA. AGENCY RADIO COMPONENTS NOT TO EXCEED (1) RADIO HEAD WITH MIC, (1) RADIO BODY OR AMP (IF SEPARATE FROM RADIO HEAD), (1) EXTERNAL RADIO SPEAKER, AND (1) ANTENNA WITH MOUNT. DOES NOT INCLUDE: RADIO, DASH TO REMOTE MOUNT CONVERSION KIT, FLUSH MOUNT KIT, ANTENNA, MIC, EXTERNAL VHF SPEAKER OR ANY REQUIRED RADIO HARNESSES.	1	$2,000.00	$2,000.00
38	260-01	SFTYKT	**OFFSHORE SAFETY KIT** SAFETY KIT. KIT INCLUDES: 24" LIFE RING BUOY WITH DISTRESS MARKER LIGHT, PORTABLE BILGE PUMP, 10-PERSON FIRST AID KIT, OFFSHORE MARINE FLARE SIGNAL KIT AND HAND HELD COMPRESSED AIR HORN.	1	$834.12	$834.12
39	OPEN MARKET	FLIR-OS640w/HC	**FLIR OCEAN SCOUT 640, NTSC, 9HZ HANDHELD THERMAL IMAGER W/ HARD** FLIR OCEAN SCOUT 640, NTSC, 9HZ 432-0019-22-00S HAND HELD COMPACT THERMAL NIGHT VISION CAMERA. INCLUDES: 640 X 512 THERMAL RESOLUTION WITH 18DEG X 14DEG FOV, 2X DIGITAL E-ZOOM, LED TASK LIGHT, INTERNAL LI-ION LONG LIFE, USB CHARGING CABLE WITH 110V ADAPTER, CUSTOM VIDEO OUT CABLE, WRIST STRAP, SOFT-MOLLE BAG FOR STORAGE, QUICK START GUIDE AND OPTIONAL FLIR RIGID CAMERA CASE, YELLOW, 4126885.	3	$3,759.25	$11,277.75
40	260-01	DK17-38	**DOCKING KIT FOR 17-38 HULLS.** DOCKING KIT FOR 17'-38' HULLS. KIT INCLUDES: FOUR(4) 30' X 5/8" DBN DOCK LINES W/ EYE SPLICE AT ONE END (BLACK), FOUR(4) 5.5" X 20" 2-EYED RIBBED BLACK FENDERS, AND FOUR(4) 3/8" X 9' FENDER WHIPS (BLACK).	1	$301.90	$301.90
41	260-01	AK17-25	**ANCHOR KIT 17-25** ANCHOR KIT FOR 17'-25' HULLS. KIT INCLUDES: (1) FORTRESS FX7 4LB ANCHOR, (2) 3/8" S/S SHACKLE, (9 FT) S/S ANCHOR CHAIN, (1) 3/8" S/S EYE-TO-JAW SWIVEL, AND (150') 5/8" 3 STRAND W/ S/S THIMBLE.	1	$576.96	$576.96
42	OPEN MARKET	2DFT-SBI	**2-DAY FAMILIARIZATION TRAINING, AT SBI.** 2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE BOAT, ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS; 1 INSTRUCTOR FOR UP TO 10 STUDENTS. INCLUDES: -INSTRUCTOR(S) -CLASSROOM/FACILITY	1	$3,577.07	$3,577.07

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.) -9.0% WA STATE TAX FOR TRAINING TO BE COMPLETED IN WA STATE NOT INCLUDED: -STUDENT TRAVEL EXPENSES (AIRFARE, HOTEL, MEALS, ETC.). -OEM INSTRUCTORS(CAN BE ADDED FOR AN ADDITIONAL FEE)			
43	260-01	TRL10	**TRAILER, 9000 - 25' - 27' FC (8'6" WIDE), ALUMINUM** TRAILER 9000 - 25'-27' FC (8'6" ONLY) ALUMINUM BUNK TRAILER WITH DISC BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.	1	$10,422.72	$10,422.72
44	260-01	Prep3	**SHIPPING PREP/FULL SHRINK WRAP** PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE SHRINK WRAP (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES	1	$2,186.92	$2,186.92

Please contact me if I can be of further assistance.

SubTotal	$263,405.23
Tax	$0.00
Shipping	$6,455.00
Total	**$269,860.23**

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain DEPT. Stormwater Management

SUBJECT: FEMA FLOOD HAZARD MITIGATION GRANT PROGRAM FY2019

REQUEST: To apply for a FEMA FMA grant that requires a City match of $30,754.50. If awarded, this grant would cover $510,336 of the total costs to: acquire two (2) parcels of land and demolish the existing flood-prone structures.

COMMITTEE OF COUNCIL: W&M DATE: Jan. 2nd, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Director of Stormwater	✓	☐		☐
Grant Writer	✓	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ✓ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No ✓

NEED: Identify any critical time constraint(s).
The application is due to FEMA on Jan. 31th, 2020.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

The City Match of $30,754.50 is available through the Stormwater Operations account.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: **A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain **DEPT.** Stormwater Management

SUBJECT: FEMA FLOOD HAZARD MITIGATION GRANT PROGRAM FY2019

REQUEST: To apply for a FEMA FMA grant requiring no City match. If awarded, this grant would provide $845,879.33 for the elevation of five (5) existing structures on individual parcels. The applicant homeowners have agreed to provide the non-federal cost share for each elevation project at their own expense.

COMMITTEE OF COUNCIL: W&M **DATE:** Jan. 2nd, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Director of Stormwater	✓	☐		☐
Grant Writer	✓	☐	Sarah Yrchena	☐

FUNDING: Was funding previously approved? Yes ☐ No ✓ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No ✓

NEED: Identify any critical time constraint(s).
The application is due to FEMA on Jan. 31th, 2020.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

City Match of $0

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: **A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

MEMORANDUM

DATE: January 7, 2020

TO: Mayor Tecklenburg, and Members of Council

FROM: Matthew Fountain, Director of Stormwater Management

RE: FEMA Flood Mitigation Assistance Grant Submissions FY2020

The Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) grant applications are due January 31, 2020. We are requesting Council approval to submit 2 applications for this round of funding.

The first application is for acquisition of 2 residential properties with a grant value of $510,336.00 and a City match of $30,754.50 which is available from the Stormwater Operations Account. These properties would be acquired, the residences demolished, and the properties would be owned by the City and only available for uses that would also aid in flood mitigation. Applications were selected by scoring potential properties for funding competitiveness, then contacting the property owners to verify interest in the program.

The second application is for the elevation of 5 residential properties with a grant value of $845,879.33 and no City match requirement as the private property owners would provide the matching funds. The City would manage the elevation grant and the properties would remain privately owned following elevation. Properties were selected by scoring potential properties for funding competitiveness, then contacting the property owners to verify interest in the program, including the necessary financial match.