

**CITY OF CHESTER
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL**

RFP NO. 2016-004



**CITY OF CHESTER
Shared Use Kitchen, Public Restrooms and Warehouse
Flooring**

**DUE: December 30, 2016
1:00 PM**

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.



CITY OF CHESTER
Request for Proposals
BID SUBMISSION FORM

Solicitation Number	2016-004
Date Issued	November 11, 2016
Procurement Officer	Sandi Worthy
Phone	803-581- 2123 ext. 241
E-mail Address	sworthy@chester.sc.gov

DESCRIPTION: Installation of a flooring system following requirements of USDA, FDA, DHEC and be registered under NSF International's Guidelines for Proprietary Substances and Nonfood Compounds.

The Term "Offer" means your "Bid" or "Proposal".

SUBMIT OFFER BY: December 30, 2016, 1 PM OPENING DATE: December 30, 2016 at 1 PM
 AWARD DATE: January 9, 2017 at the Regular City Council Meeting at 6:30 PM

Award will be posted at the Physical Address stated following the City Council Meeting on. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.cityofchester.org> and physically at 100 West End Street, Chester, SC 29706.

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

NUMBER OF COPIES TO BE SUBMITTED: **1 Original, 4 Copies**

SUBMIT THE SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS	PHYSICAL ADDRESS
City of Chester	City of Chester
Attn: Sandi Worthy	Attn: Sandi Worthy
REFERENCE BID #2016-004	REFERENCE BID #2016-004
100 West End Street	100 West End Street
Chester, SC 29706	Chester, SC 29706

CONFERENCE TYPE: Pre-Bid Conference	LOCATION: Shared Used Kitchen
DATE & TIME: December 14, 2016 at 1 pm	111 Columbia Street Chester, SC 29706
Pre-Bid Meeting is Mandatory	***Pre-Bid Meeting is Mandatory***

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

TOTAL BID AMOUNT:	BIDDER'S TYPE OF ENTITY: (Check one) <input type="radio"/> Sole Proprietorship <input type="radio"/> Partnership <input type="radio"/> Corporation (tax-exempt) <input type="radio"/> Corporation (not tax-exempt) <input type="radio"/> Government entity (federal, state or local) <input type="radio"/> Other _____
EXCLUSIONS AND /OR EXCEPTIONS (Continue on Page 2 if necessary):	
NAME OF BIDDER (Full legal name of business submitting the offer)	
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Bidder.)	
TITLE (Business title of person signing above.)	DATE SIGNED
PRINTED NAME (Printed name of person signing above.)	
Instructions regarding Bidder's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Bidder above. An offer may be submitted by only one legal entity. The entity named as the Bidder must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> a separate corporation, partnership, sole proprietor, etc.	
STATE OF INCORPORATION (incorporation)	(If Bidder is a corporation identify the state of incorporation)
TAXPAYER IDENTIFICATION NO.	STATE LICENSE NO.

MUST BE SIGNED TO BE VALID

Page 2
(Return Pages 1 & 2 with Your Offer)

HOME OFFICE ADDRESS (Address for Bidder's home office / principal place of business)		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)						
		Area Code	Number	Extension	Facsimile			
		E-mail Address						
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)		ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)						
<input type="radio"/> Payment Address same as Home Office Address <input type="radio"/> Payment Address same as Notice Address (check only one)		<input type="radio"/> Order Address same as Home Office Address <input type="radio"/> Order Address same as Notice Address (check only one)						
ACKNOWLEDGMENT OF AMENDMENTS Bidder acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause		10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)			

REQUESTED DELIVERY DATE: Bidder's Best Delivery: **30** days After Receipt of Contract (ARC)

DELIVERY SCHEDULE CAN BE NEGOTIATED FOLLOWING AWARD DECISION.

Any amendments will be emailed to all vendors attending the Mandatory Pre-Bid Meeting. The awardee will be notified by a phone call from the Buyer, followed by written confirmation of award.

*******You must submit the following to be considered*******

_____ Signed Bid Submission Form, pages 1 & 2

_____ Statement of Qualifications (Section 2.5)

_____ Required Documents (Section 2.7)

_____ Detailed schedule of Work & Pricing (Section 4)

REQUEST FOR PROPOSALS CITY OF CHESTER RFP NO. 2016-004

1. GENERAL SCOPE OF SOLICITATION

The City of Chester, South Carolina is soliciting proposals from interested independent contractors for the installation of a flooring system following requirements of USDA, FDA, DHEC and be registered under NSF International's Guidelines for Proprietary Substances and Nonfood Compounds.

2. INSTRUCTIONS TO BIDDER

2.1. SEALED PROPOSALS will be received at City Hall, 100 West End Street Chester, SC until **1:00 PM, December 30, 2016**. All qualified vendors are invited to submit proposals to the City of Chester.

2.2. SUBMIT an original and 4 copies of complete proposal by **1:00 PM, December 30, 2016**. A company representative authorized to commit the Bidder submitting the proposal shall sign the Coversheet and provide the information requested on Page Two of the Coversheet. **The proposal will be considered invalid if no signature is provided on the Bid Submission Form.**

All proposals must be in a sealed envelope marked:

**RFP No. 2016-004
Shared-Use Kitchen Floor Installation**

2.3. MANDATORY PRE-BID CONFERENCE: December 14, 2016, 1 PM at 111 Columbia Street.

2.4. LATE PROPOSALS delivered after the time and date set **will not be accepted** and will be returned unopened to the Bidder. Bidders mailing a proposal should allow a sufficient mailing period to ensure timely receipt. The City of Chester is not responsible for proposals delayed by mail and/or delivery services for any reason. Emailed or facsimile transmissions of a proposal will not be accepted.

2.5. STATEMENT OF QUALIFICATIONS shall be provided by the Bidder to include the following information:

- a. Brief history of the firm including Key Personnel Qualifications and number of years of experience the firm has with projects like the one being proposed.
- b. Identification of any subcontractor that will perform over 10% of the project.
- c. Three references for which the Bidder has performed similar work in the last five (5) years.

To be eligible for award of a contract, A Bidder must be responsible. In evaluating A Bidder's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. A Bidder must, upon request by the City, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

2.6. REQUIRED DOCUMENTS for the Successful Bidders submitting a proposal are found in the Required Forms section. The forms include:

- i. Bid Submission Form (pages 1 & 2)
- ii. IRS Form W-9
- iii. Certificate of Insurance showing present coverage (see General Terms and Conditions) *
- iv. City of Chester Business License*
- v. Non-Collusion Affidavit
- vi. Ethics in Public Contracting Affidavit
- vii. Non-Resident Taxpayer Affidavit (SC Department of Revenue I-312), if applicable
- viii. Certification Regarding Debarment and Other Responsibility Matters

* The successful Bidder has FIVE (5) business days to furnish a copy to the City to continue as the successful Bidder.

3. SCOPE OF WORK & SPECIFICATIONS:

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions

1.2 SUMMARY

A. This section includes the following:

1. Resinous flooring system as shown on the drawings and in schedules.

1.3 SYSTEMS DESCRIPTION

A. The work shall consist of preparation of the substrate, the furnishing and application of the following:

1. Cementitious Urethane Flooring System designed for application listed in the specification, consisting of the following:

- a. Poly-Crete MD base coat. Self-leveling, neutral color, includes a flint shot broadcast.
- b. Poly-Crete TF Plus topcoat. Color determined by the owner.

B. The systems shall have the color and texture as specified by the Owner with a nominal thickness of ¼ inch. A textured floor sample will be available on the job site to verify that finished work meets with floor safety and sanitation expectations. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

C. Cove base to be applied per manufacturers standard details in the kitchen and restrooms unless otherwise noted. A cove base sample will be available on the job site to profile, texture and even transition radius to improve floor sanitation.

1.3 SUBMITTALS

A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.

B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.

C. Samples:

1. Three six (6) inch square sample of each of the two proposed systems.
2. One cove base sample selected from one of the designated floor systems.
3. Color, texture, and thickness shall be representative of overall appearance of finished systems
4. Contact Dur-A-Flex for samples. 860-528-9838

1.4 QUALITY ASSURANCE

A. The Manufacturer shall have a minimum of 5 years' experience in the production, sales, and technical Support of cementitious urethane, hybrid floor systems, quartz aggregate broadcast floors and related materials.

B. The Applicator shall have been approved by the flooring system Manufacturer in all phases of surface preparation and application of the products specified. The installation contractor will be chosen from a select list of and work to the standards of the Dur-A-Flex Strategic Account Program.

C. No requests for substitutions shall be considered.

D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), local Health Department and be registered under NSF International's Guidelines for Proprietary Substances and Nonfood Compounds.

E. A pre-installation conference shall be held between Applicator, Owner and to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

F. The Applicator shall strictly follow all the requirements and procedures stipulated as prepared by the manufacturer.

G. Resinous flooring shall meet third-party ISO (International Organization for Standardization) 14025, Environmental Product Declarations (EPDs) Type III Labels certification: NSF/ANSI 332 Sustainability Assessment for Resilient Flooring.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping:

1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection:

1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60°F and 85°F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.

2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.

C. Waste Disposal:

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

A. Site Requirements:

1. Application may proceed while air, material and substrate temperatures are between 60°F and 85°F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.

2. The relative humidity in the specific location of the application shall be less than 85% and the surface temperature shall be at least 5°F above the dew point.

3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area.

4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system

B. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.

2. "No Smoking" signs shall be posted at the entrances to the work area.

3. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

A. The manufacturer shall warrant that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to manufacturer's published literature when used in accordance with the latest prescribed procedures and prior to the expiration date.

B. The manufacturer's liability with respect to this warranty is limited to the value of the material purchase.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Dur-A-Flex, Inc., Poly-Crete MDB with TF Plus cementitious urethane topcoat seamless flooring system.

1. Locations (areas with potential of exposure to boiling water):

a. Kitchen.

- b. Scullery
- c. Public Restrooms
- 2. System Materials:
 - a. Topping: Dur-A-Flex, Inc., Poly-Crete MD resin (1/4" thick cementitious urethane base coat).
 - b. Aggregate: Dur-A-Flex, Inc., Flint Shot aggregate.
 - c. Topcoats: Dur-A-Flex, Inc., Poly-Crete Color Fast, two-component resin, color Dark Gray.
Finished surface texture shall match texture of approved samples.
- 3. Patch Materials:
 - a. Shallow Fill and Patching: Use Dur-A-Flex, Inc., Poly-Crete MD (up to 1/4 inch).
 - b. Deep Fill and Sloping Material (over 1/4 inch): Use Dur-A-Flex, Inc., Poly-Crete WR.
- 4. Drain Details:
 - a. Imperative to follow specific drawings for both trench and circular floor drains in areas exposed to hot water.
 - b. Deviation from drawing details are not accepted. Repairs at a later date are not possible.
- B. Dura-A-Flex, Poly-Crete TF Plus cementitious urethane topcoat seamless flooring
 - 1. Location
 - a. Warehouse
 - b. Entrance ramp and steps

2.04 PRODUCT REQUIREMENTS –

- A. Kitchen, Scullery and Restrooms.
 - 1. Base Coat Poly-Crete MD
 - 1. Percent Reactive 100 %
 - 2. VOC 0 g/L
 - 3. Bond Strength to Concrete ASTM D 4541 400 psi, substrates fails
 - 4. Compressive Strength, ASTM C579 7,250 psi
 - 5. Tensile Strength, ASTM D 638 750 psi
 - 6. Flexural Strength, ASTM D 790 4,400 psi
 - 7. Impact Resistance @ 125 mils, MIL D-3134, >160 inch lbs.

No visible damage or deterioration
 - 2. Top Coat Poly-Crete Color Fast
 - a. Percent Reactive, 100%
 - b. VOC 0 g/l
 - c. Shore D Hardness, ASTM D2240 65D
 - d. Tensile Strength, ASTM D 638 4200 psi
 - e. Compressive Strength, ASTM C579 7800 psi
 - f. Taber Abrasion, ASTM D4060 45 mg loss
 - g. Gloss, ASTM D523 60 degrees Semi-Gloss Appearance
 - h. Pot Life @ 70 F 10 minutes
 - i. Working Time @ 70 F 20 minutes
- B. Warehouse
 - 1. Two Coats of Poly Crete TF
 - b. Percent Reactive
 - c. VOC Content, 0, g/l
 - d. Hardness (Shore D), ASTMD2240, 85
 - e. Tensile Strength, ASTMD 638, 750 psi
 - f. Compressive Strength, ASTM C 579, 7,250 psi
 - g. Flexible Strength, ASTM 790,4,400 psi
 - h. Impact Resistance, @125, ASTM D 1709 >160 inch lbs.
 - i. Abrasion Resistance, ASTM, C, 501, 40 mg loss
 - j. Taber CS17, Wheel 1000 GM Load 1000 Cycles

No visible damage or deterioration
 - 2. Each coat of TF Plus to be 8-10 mils DFT.
 - 3. Prior to application of TF Plus, substrate to be prepared in accordance with surface prep guidelines listed in this specification.
 - 4. Applicator to test for moisture prior to application of TF Plus.
 - a. Relative humidity test. ASTM F-2170
 - b. In the event of high moisture readings, core sampling is recommended.

- c. Contact Dur-A-Flex for additional information.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.

1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
2. Moisture Testing:
3. Perform tests recommended by manufacturer and as follows: Perform anhydrous calcium chloride test ASTM F 1869-98.
4. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 12 lbs./1,000 sf/24 hrs.
5. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 92% relative humidity level measurement.
6. Mechanical surface preparation:
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum ½ inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
7. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.
8. At doorway transitions a keyway shall be cut into the floor to create a smooth transition between the restroom flooring and the adjoining polished concrete. Key way should be approx. ¼" wide x ¼" deep and be placed in an area where it will not be seen when the restroom door is closed.

3.3 APPLICATION

A. General

1. The system shall be applied in distinct steps as listed according to the specific areas of the project.
2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the manufacturer's recommendations.
4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
5. A neat, professional finish with well-defined boundaries and straight edges shall be provided by the Applicator. All floor area will meet desired floor texture sample as provided on initial job overview meeting. Cove base details shall meet profile, color and texture of job site sample.
6. Coordinate the placement of prefinished aluminum termination strips (Schluter Strips) at the top of the

coved base (furnished and installed under Section 09260 with related trades, i.e., Tile and Gypsum Wall Board installers).

B.: Kitchen, Scullery areas:

1. Base Coat:

- a. The base coat shall be applied as a self-leveling system as specified by the Architect. The base coat shall be applied in one lift with a nominal thickness of 3/16 inch.
- b. The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer.
- c. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. MD Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- d. The topping shall be applied over horizontal surfaces using a gauge rake or a pin rake set to deliver a 3/16" thick layer of base material. ½ inch "v" notched squeegee, trowels or other systems approved by the Manufacturer.
- e. Immediately upon placing, the topping shall be degassed with a porcupine roller.
- f. Flint shot aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs./sf.
- g. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

2. TF Plus Top Coat:

- a. The top coat shall be comprised of three components, a resin, hardener and white powder filler as supplied by the Manufacturer.
- b. The resin shall be poured and all contents scraped into a steel mixing bucket, slowly add the white powder material to the resin and mix thoroughly with a high speed dispersion blade for 45 seconds. Slowly add the hardener portion to the previously mixed material and blend for an additional 45 seconds.
- c. Pour out the mixed material onto the floor and spread to proper thickness using a non-marking window squeegee. Cut in edges and around equipment with a small brush.
- d. Saturate an 18" x 3/16" thick high quality roller with the color fast top coat material. Use this roller to level and achieve a uniform consistency of the finished top coat. A final cross roll should occur 90 degrees opposite the normal traffic flow in the area being covered. Allow to dry.
- e. Additional topcoats may be required to match texture of approved sample. Finished surface texture to match approved samples. Contact Architect for samples.

C. Warehouse

Application is same as above for TF Plus topcoat

3.4 FIELD QUALITY CONTROL

A. Tests, Inspection

- 1. The following tests shall be conducted by the Applicator:
 - a. Temperature: Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates: Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

*Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specifications. The decision as to whether the substitution is acceptable rests solely with the City of Chester.

4. PRICING

4.1 The Contractor shall provide a detailed price schedule for each of the activities identified above and a grand total. The prices identified shall be valid for up to 90 days from the date of the proposal opening.

5. INSPECTION AND ACCEPTANCE

5.1. All delivered materials shall be to the satisfaction of the City of Chester’s designated representative in accordance with the specifications.

5.2. Inspection of completed deliveries will be performed by the City of Chester’s designated representative.

5.3. Acceptance of completed work will be performed by the City of Chester Contracting Officer.

6. DELIVERIES AND PERFORMANCE

6.1. The construction shall be completed within the time frame negotiated with the awarded Contractor.

6.2. The Contractor shall be excused from the performance time requirements if, during the progress of the work, delay is authorized in writing by the City of Chester, delay is caused by act or neglect of the City of Chester, or by authorized changes in the work, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties, or by causes completely beyond the Contractor’s control. The time of completion shall be extended for such reasonable time as the City of Chester may decide. The City of Chester shall make the final decisions on the justifiability of the cause offered as a basis for extension of time. If there is no justification, the Contractor may be charged One Hundred Dollars (\$100.00) by the City of Chester for each day, which elapses beyond the term of the contract.

7. EVALUATION & AWARD CRITERIA

7.1. An award will be made to a Responsive and Responsible Bidder with the lowest overall price, cost, and other factors considered, at the regularly scheduled City Council Meeting as stated on the Bid Submission Form. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Bidder.

7.2. Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Bidder, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Bidders. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Bidder.

8. CONTRACT ADMINISTRATION DATA

8.1. The Contracting Officer’s Technical Representative (COTR) is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the City of Chester or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

8.2. The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the City of Chester, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

8.3. On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

Contracting Officer: City of Chester
Sandi F. Worthy
City Administrator
100 West End St.
Chester, SC 29706-1819
Telephone: 803-581-2123 Ext 241
Fax: 803-377-1116

Contracting Officer's Technical Representative (COTR): City of Chester
Jack McGillis
Telephone: 803-899-0261

9. **BID BOND** a 10 % Bid Bond is required with this bid.

10. **PERFORMANCE BOND** a 15% Performance Bond is required with this bid.

11. GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 100 West End Street Chester, SC.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Chester South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each Contractor which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the Contractor consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

TAXES

The City of Chester pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

BASIS OF BID AWARD

Award of bid shall be made to the responsive and responsible bidder meeting the scope of specifications and having the lowest possible cost consistent with the quality needed for effective use and service; the following criteria will be used in making this determination:

- Adherence to the specifications
- Past Experience
- References
- Cost

BID SUBMISSION FORM

Each bidder must submit a Bid on the forms attached. The bidder shall sign his/her bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.

RECORDS

The Contractor shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful Contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONTRACTOR

The selected Contractor shall be legally considered an independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the Contractor or its employees. The City shall not withhold from the contract payment to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the Bidder receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the Bidder ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Bidder. Otherwise, negotiations with the Bidder ranked first shall be formally terminated and negotiations with the Bidder ranked second shall be conducted.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a Contractor to furnish the required services, and the Contractor will furnish to the City requested information and data for this purpose. The City reserves the right to reject any Contractor if the evidence submitted by or investigation of the Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Contractor will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the Contractor's own risk.

INDEMNIFICATION

The selected Contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected Contractor's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The Contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the Contractor's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$3,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The Contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation -	Statutory Limits
Employers Liability Insurance -	\$500,000 - Each Accident
	\$500,000 - Disease Each Employee
	\$500,000 - Disease Policy Limit

- (d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:.....\$1,000,000 per occurrence.

Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful Contractor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the Contractor to advise the City Administrator at fax number 803-377-1116 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subcontractor's Insurance: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

SPECIFICATION DEVIATIONS BY THE BIDDER

The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications; please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted with a bid, the bidder's name should be clearly shown on each document.

SPECIFICATIONS CHANGES AFTER BID AWARD

Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Purchasing Agent and given prior to any shipment.

SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS

All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered valid nor acceptable in awarding of bids.

PRICING

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases, where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

CASH DISCOUNTS

Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

PAYMENTS

The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due consideration in the awarding of the bid.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder's own risk.

PROFESSIONAL LICENSING

Contractor shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Contractor must obtain all business license(s) required by the Chester City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Chester City Business Office at (803) 581-2123.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected Contractor is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected Contractor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected Contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the Contractor shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers.

The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Contractor hereby certifies to City that the Contractor will verify the employment status of any new employees, and require any subcontractors performing services hereunder to verify any new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

EQUAL OPPORTUNITY

It is the policy of the City of Chester to provide minorities and women equal opportunity for participating in the City's contracting and procurement programs, including but not limited to employment and construction projects consistent with the laws of the State of South Carolina. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

(Ord. No. 2011-002, 1, 2-14-2011)

**CERTIFICATION REGARDING DEBARMENT AND OTHER
RESPONSIBILITY MATTERS**

(a)(1) By submitting an Offer, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder not responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of A Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Contractor Signature

Date

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

_____, being first duly sworn,
deposes and says that,

- 1) He is _____ (title) of _____ (company/business), the Bidder that has submitted the attached Bid;
- 2) He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
- 3) He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 4) Such Bid is genuine and is made without fraud;
- 5) Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any Bidder, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
- 6) Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

Signed _____

Title _____

Subscribed and sworn to before me
This _____ day of _____, 2016.

(title)

My commission expires _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

_____)

COUNTY OF _____)

_____, being first duly sworn,
deposes and says that,

- 1) He is _____ (title) of _____ (company/business), 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 affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham 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 secure through 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 Chester, SC 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 affidavit.

Signed _____

Title _____

Subscribed and sworn to before me
This _____ day of _____, 2016.

(title)

My commission expires _____