

City of Isle of Palms, South Carolina
Request for Bids (RFB) 2017-03
Retractable Basketball Goals for Gymnasium

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids from qualified vendors to install retractable basketball goals in the Recreation Department Gymnasium, located at #24 28th Avenue, Isle of Palms, SC.

The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

Proposals should be submitted to the following:

Linda Lovvorn Tucker
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Questions: The deadline for questions is 10:00 a.m., Wednesday, August 2, 2017. Send questions regarding this Request for Bids to Linda Tucker, City Administrator, in writing or email ltucker@iop.net. Questions received before this deadline will be answered via an addendum posted to the City's website at www.iop.net. Questions received after this date and time will not be answered.

Deadline for Submission: The deadline for submission is 2:00 p.m. Eastern Time on Thursday, August 17, 2017. Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked RFB "Retractable Basketball Goals" and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the bidders to verify and confirm receipt by the City.

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City

of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

Firms considering submission under this RFB must be able to meet all terms and will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Bid Requirements

A 5% Bid Bond or Certified Check must accompany each bid submitted and will become the property of the City of Isle of Palms, if the successful bidder refuses or neglects to comply with the terms of the Contract. Bid deposits are to be made payable to the City of Isle of Palms. In the event that the successful Bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful Bidders' deposits will be returned immediately following the award to said successful bidder.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of proposal, qualifications, technical expertise, and ability to execute the work. Bidders should supply references for previous clients for which the installation of retractable basketball goals system work has been executed.

Scope of Work

The successful Bidder shall furnish gymnasium equipment by Gared Sports or approved equal, provide labor and materials necessary for the installation of four (4) retractable basketball goals. All work shall be performed in a professional manner and shall be in compliance with all City, State and Federal and regulations.

Submittals

Manufacturers Data: For information only, submit six (6) copies of manufacturer's specifications and installation instructions for each material and component part. Include methods of installation for each type of substrate to receive units indicated by transmittal that copy of each instruction has been distributed to the installer.

Shop Drawings: Submit shop drawings for all basketball equipment. Show anchors, grounds, reinforcements, accessories and installation details.

Maintenance data: Submit manufacturer's installation, operation and maintenance manuals.

Product

Basketball gym equipment:

Backstops: Four (4) each Model 3107 by Gared, Single Post Ceiling Hung Basketball Backstops each with a twenty-five (25) year warranty. Structure to be powder coated black or white (color to be chosen by Owner).

Backboards: Four (4) each Model LXP4200 by Gared, 42" x 72" regulation steel-framed glass backboard.

Basketball Goals: Four (4) each Model 2000+ Collegiate Breakaway Rim by Gared each with a four (4) year minimum warranty.

Backboard Padding: Four (4) each Model PMCE Gared Pro-Mold® Bolt-On Backboard Padding. Color to be chosen by Owner.

Safety Strap: Four (4) each Model 1100 Gared Safstop Safety Locking Strap

Electric Winch: Four (4) each Model 1197 Gared Electric hoist with wireless remote receiver.

Electric Height Adjuster: Four (4) each Model 1171 Gared Electric Adjust-A-Goal Height Adjustor with wireless remote receiver.

Wireless Remote Transmitter: Four (2) each Model 1198 Wireless Remote Control Transmitter.

Execution

Examination of Substrate: Installer must examine substrate conditions under which the equipment being installed, and notify the Owner, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

Installation: Install equipment in locations and mounting heights as necessary and in accordance with the manufacturer's instructions. Provide trim and accessories for complete installation.

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO
SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED**

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AGREEMENT FOR PURCHASE AND
INSTALLATION OF RETRACTABLE
BASKETBALL SYSTEMS AT THE
ISLE OF PALMS RECREATION CENTER
GYMNASIUM

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s solicitation for bids for the purchase and installation of retractable basketball systems at the Recreation Department gymnasium located on 28th Avenue at the Isle of Palms Recreation Center; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. SCOPE OF WORK.

A. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals necessary for the purchase and installation of Gared Sports basketball systems at the gymnasium located at the Isle of Palms Recreation Center, pursuant to the requirements and

specifications set forth in the City's Request for Bids 2017-03, entitled "Retractable Basketball goals," (the "Solicitation") a copy of which is attached hereto as Exhibit I and made a part of this Agreement by reference thereto (the "Project"). In the event of any conflict between the provisions of this Agreement and the Solicitation, the terms of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of _____ (\$ _____) Dollars, payable upon completion of the Project.

3. CHANGE ORDERS. The City has the right to require alterations or changes ("Change Orders") to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within _____ (__) days from the date of this Agreement. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor.

6. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect (“SCUAA”). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such nonselecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney’s fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney’s fees, incurred in the proceedings seeking injunctive relief.

10. BREACH.

A. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the

non-breaching party may terminate this Agreement and cease further performance under this Agreement.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

11. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

12. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

13. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

16. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals,
by and through the undersigned officers, as of the day and year first above written.

WITNESS:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

_____, Contractor

By: _____

Title: _____

(as to Contractor)