



**CHARLESTON COUNTY PARK & RECREATION COMMISSION
861 Riverland Drive
Charleston, South Carolina 29412**

CONTRACT

AGREEMENT

entered this month, date, year

Between

CONTRACTOR:

and

OWNER: Charleston County Park & Recreation Commission
("CCPRC")

CCPRC'S PROJECT #: *2020-008*

PROJECT: *Drug Testing and Background Screening Services*

ARTICLE 1
SCOPE OF SERVICE

The Contractor acknowledges that it has thoroughly examined and understands the requirements of Request for Proposal (RFP) No. 2020-008 Drug Testing and Background Screening Services for Charleston County Park and Recreation Commission ("CCPRC"). The general Scope of Service is attached in the RFP. Contractor agrees that the Scope of Service required under this Request for Proposal includes all labor, materials, equipment, services, taxes and fees. The price shall be not to exceed price of \$_____.

The Contract Documents for this Contract consist of this Agreement, and any Attachments or special conditions attached hereto, the Proposal received, Bid Document, All Addenda and/or Specifications, issued prior to execution of the Agreement between the Owner and Contractor, all change orders issued subsequent thereto. CCPRC reserves the option to purchase additional services; however, no guarantee is expressed as to the total quantities of services to be purchased and CCPRC reserves the right to issue purchase orders to other contractors for the same services.

The Contract is governed by CCPRC Procurement Policy, which may be obtained by request. CCPRC's Procurement Policy shall prevail over any conflicting provisions of the contract, including the special or supplementary conditions of the contract and the general conditions of the contract.

ARTICLE 2
DURATION OF CONTRACT

The initial contract period shall start on the date of this Agreement and shall terminate one-year period – see Article 3 below. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period. CCPRC, at its discretion, may renew this Contract annually, up to two additional one-year options, subject to satisfactory performance and determination that it will be in the best interest of CCPRC.

ARTICLE 3
PRICES, TERMS AND PAYMENTS

The firm price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement.

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

TAXES: Prices include all applicable state, local, and federal taxes.

ARTICLE 4
PAYMENT

Payment will be made within thirty (30) days after properly invoiced as indicated in contract and/or order. At a minimum, invoices shall contain the identity of the provider of the services, the date of the services, a description of the services, and any applicable taxes.

ARTICLE 5
WARRANTY

Contractor warrants that its services will meet the intended purpose of the RFP. All work must be performed in accordance with all Federal and State Occupational Safety and Health Administration Standards.

ARTICLE 6
INSURANCE

Prior to commencement of the project, the Contractor, at his expense, will procure insurance naming the Charleston County Park and Recreation Commission as an additional insured on the liability coverage and furnish certificate as to such, certifying the coverage as follows:

- A. All such coverage required by statute or regulation of CCPRC and the State of South Carolina.
- B. The Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$500,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$500,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$500,000 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.
- C. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and acceptable to the Charleston County Park and Recreation Commission.

ARTICLE 7
NON-CONFORMANCE TO CONTRACT CONDITIONS

CCPRC may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon verbal notice of rejection to do so, Vendor shall immediately remove and provide an adjustment to the price. Rejection for non-conformance, failure

to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

ARTICLE 8
INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance for payment by CCPRC.

ARTICLE 9
LEGAL REQUIREMENTS

Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the CCPRC Procurement Policy shall govern development; submittal and evaluation of proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal in response hereto and CCPRC and through its officers, employees and authorized representative, or any other person, natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

ARTICLE 10
ASSIGNMENT

Contractor shall not transfer, subcontract or assign the performance required by this proposal and/or contract without the prior written consent of the Executive Director. Any Award issued pursuant to this contract and the monies which may become due hereunder are not assignable except with the prior written approval of the Executive Director.

ARTICLE 11
INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend CCPRC, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this Offeror.

ARTICLE 12
QUALIFICATIONS OF CONTRACTOR

Proposals will be considered only from firms normally engaged in providing the types of services specified herein. CCPRC reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. CCPRC will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

ARTICLE 13
TERMINATION

A. For Convenience

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

B. For Default

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

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

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

C. Termination for Non-Appropriation of Funds

The Procurement Coordinator, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, county or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights

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

ARTICLE 14
MODIFICATIONS

Any modifications or changes to any contract entered into as a result of this contract must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change as outlined in Article 1.

ARTICLE 15
DISPUTES

Disputes shall be resolved in accordance with CCPRC's Procurement Policy. Any litigation shall be in a court of competent jurisdiction (non-jury) in Charleston, South Carolina.

ARTICLE 16
PROMPT PAYMENT- SUBCONTRACTOR

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the Work item within seven (7) Calendar Days of the Contractor's receipt of payment from CCPRC. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when CCPRC pays the Contractor for that Work item.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactorily completion of all work items of the subcontract" shall mean when CCPRC pays the Contractor for the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) Calendar Days from the date the Contractor receives payment from CCPRC for the last work item of the subcontract.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to CCPRC that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions:

- (1) no further payments to the Contractor unless and until compliance is achieved;
- (2) the Contractor being placed in default; and/or
- (3) the Contractor being declared delinquent

This Agreement entered into as of the day and year first written above.

AGREEMENT

OWNER

_____ Date _____
Charleston County Park and
Recreation Commission

CONTRACTOR

_____ Date _____
Name
Company