



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

CONTRACT

AGREEMENT

Entered this month,date,year

Between

VENDOR: *Name;*
 Address;
 Email;
 Phone;
 Contact;

And

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

CCPRC's CONTRACT #: 2020-012

PROJECT: Purchase of New Diesel 450AJ Articulating Boom Man Lift

ARTICLE 1
SCOPE OF WORK

1.1 This Contract gives Charleston County Park and Recreation Commission ("CCPRC") to purchase a new diesel 450AJ articulating boom man lift as outlined in the attached IFB.

ARTICLE 2
THE CONTRACT DOCUMENTS

2.1 The Contract Documents for this Contract consist of this Agreement, and any Exhibits or special conditions attached hereto, the Specifications AND al Addenda issued prior to execution of the Agreement between the Owner and Contractor, all change orders issued subsequent thereto, and all documents listed below:

ARTICLE 3
THE WORK

3.1 The Contractor and the Owner agree that the materials and equipment to be furnished and work to be done by the Contractor are:

The Purchase of New Diesel 450AJ Articulating Boom Man lift

ARTICLE 4
PRICES, TERMS AND PAYMENTS

4.1 Vendors are requested to supply prices for products for the contract periods. The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement.

4.2 All prices, terms, and conditions shall remain firm Vendor for the initial period of the Contract.

(a) **F.O.B. Delivery Point** - All prices must be F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated.

(b) **TAXES:** Prices include all applicable state, local, and federal taxes.

ARTICLE 5
THE CONTRACT SUM

5.1 The Owner agrees to pay the Contractor for the items ordered for the Not to exceed price, \$ Dollars in current funds, subject to additions and deductions for changes as may be agreed upon in writing.

5.2 The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement. At a minimum, invoices shall contain the identity of the provider, the date of the delivery, a description of the supply and any applicable taxes.

ARTICLE 6
DELIVERY

6.1 Delivery shall be eight (8) weeks after receipt of delivery of signed contract.

ARTICLE 7
WARRANTY

7.1 Vendor warrant that its products will be merchandisable, of good quality, and fit for their intended purpose.

ARTICLE 8
NON-CONFORMANCE TO CONTRACT CONDITIONS

8.1 CCPRC may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. 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 9
INSPECTION, ACCEPTANCE AND TITLE

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

ARTICLE 10
GOVERNMENTAL RESTRICTIONS

10.1 In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify CCPRC at once, indicating in his letter the specific regulation which required an alteration. CCPRC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expenses to the CCPRC.

ARTICLE 11
LEGAL REQUIREMENTS

11.1 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 bid 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 12 ASSIGNMENT

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

ARTICLE 13 INDEMNIFICATION

13.1 Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means CCPRC, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

ARTICLE 14 QUALIFICATIONS OF OFFEROR

14.1 Bids will be considered only from firms normally engaged in providing the types of commodities/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 15 **TERMINATION**

15.1 If, in the opinion of CCPRC, Vendor fails to perform or deliver product after reasonable notice or the Vendor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, CCPRC reserves the right to cancel the Contract by means of written notification.

15.2 In the event that the Vendor is terminated under this Article, the Vendor shall not be entitled to any further payments under this agreement. Vendor agrees to pay the owner the cost of obtaining other beer and wine. Vendor agrees to pay owner the excess cost of obtaining other beer and wine and materials and pay promptly to the Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fees, and interest thereon at the maximum legal rate of interest per annum until paid. Additionally, Owner shall have the right to terminate this Contract, by written notice, without Vendor being at fault, for any cause or for its convenience (including without limitation on public funds), and require Vendor to immediately stop work. In such event, Owner shall pay Vendor for the work actually performed in an amount proportionate to this Contract sum. Owner shall not be liable to Vendor for any other costs, nor for prospective, lost or anticipated profits on work not performed. Any default termination subsequently determined to have been erroneous, shall be treated as a termination for convenience.

15.2. 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.

15.2. 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.

15.2 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.

15.2 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 16
MODIFICATIONS

16.1 Any modifications or changes to any contract entered into as a result of this proposal must be by written change order with the same formality and of equal dignity prior to the initiation of any such change.

ARTICLE 17
DISPUTES

17.1 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 18
INSURANCE

18.1 Vendor also shall maintain professional and general liability insurance and provide acceptable proof of such insurance to CCPRC.

ARTICLE 19
TERMS

19.1 Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

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

AGREEMENT
OWNER

Charleston County Park and
Recreation Commission

Date

CONTRACTOR

Name