



REQUEST FOR BID  
(RFB)

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: dhoward@cogsc.com  
Phone: 843.545.4043

PROJECT: Recreational Walking Trail Asphalt Paving  
at East Bay Park  
Project # 1206

DATE OF ISSUE: Wednesday, July 11<sup>th</sup>, 2018

DUE: On or before **2.00 pm EST (local time) Wednesday, August 1, 2018**

Submit bids to physical address:

Physical Address:  
City of Georgetown  
Attn: Purchasing - Bid Proposal  
Recreational Walking Trail Asphalt Paving  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

**Background**

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 10,000. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.cogsc.com](http://www.cogsc.com).

**Purpose**

The City of Georgetown is seeking bids from qualified and licensed general and/or paving contractors to perform paving work at the newly installed 1-mile long recreational walking trail located at East Bay Park in the City of Georgetown.

All bids must be submitted on the required Bid Forms. The entire form must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFB. In addition, all contractors must return and initial each page of the RFB with the Bid Forms. By initialing each page, contractors will be indicating that they have read and understood the requirements of the RFB, and their price is based on such requirements.

The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. The bid’s price shall be valid for a period of 60 calendar days from the date of bid opening.

The City of Georgetown reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFB document or submittal process. The bidders will acknowledge receipt of all issued addenda in their submittals, if applicable.

**Attachments:**

- 1. Drawings
- 2. Bid Form
- 3. Contract Sample

**Project General Description**

Project consists of asphalt paving the one-mile long recreational walking trail at East Bay Park including installation of pavement markings.  
Submission of bid implies that the contractor has visited the site and is familiar with the existing conditions of the site.

## **Scope of Services/Special Work Requirements**

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project.

Contractor shall take caution to protect the existing infrastructure adjacent to the trail, i.e. parking lot, restroom building, exercise stations, tennis court slopes, benches, etc.

Asphalt paving at the recreational walking trail shall be placed in accordance with the construction drawings prepared by Cagle Consulting Engineers which make part of this RFB.

Submit asphalt mix design for owner's approval.

Remove any vegetation, leaves, soil or foreign materials off the existing gravel base prior to placing the asphalt course. Re-grade and compact any areas of the existing gravel base material that are disturbed in the process of cleaning any vegetation, as necessary. Apply asphalt primer coat to the 6-foot wide section of gravel to be paved. Place 1-1/2 inch thick asphalt surface course (Type C) on the previously compacted 4-inch aggregate base material as shown on the drawings. Compacted asphalt surface course shall be 6-foot wide, one-mile long.

The contractor shall work during these day time work hours: 7 AM to 5 PM.

Bid, payment and performance bonds are not required for projects less than \$100,000.

Contractor shall complete the work within 30 calendar days after Notice to Proceed. There are no liquidated damages.

There is a requirement of 10% retainage for all invoices.

Contractor shall warranty the work for a minimum of one year.

## **Questions**

For questions regarding the City's Request for Bids process or services sought, please submit your questions in writing and email them to [oarteaga@cogsc.com](mailto:oarteaga@cogsc.com) by the deadline of 4:00 pm Tuesday, July 24, 2018.

## **Process**

The award for this project will be handled in the following manner:

1. The RFB and Bid Form documents will be available on our website, [www.cogsc.com](http://www.cogsc.com) and clicking on "Bids".
2. The bids will be received and evaluated as described in this RFB.
3. Lowest qualified and responsive bid will be presented to the Georgetown City Council for approval.
4. After Council approval, the City of Georgetown will issue Notice of Award.

## Project Schedule

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFB to the contract award:

MILESTONE EVENT	DATE
1. REQUEST FOR BID ADVERTISEMENT	WEDNESDAY, JULY 11, 2018
2. DEADLINE FOR QUESTIONS	4.00 PM, TUESDAY, JULY 24, 2018
3. DEADLINE FOR ADDENDA(S) TO BE POSTED TO CITY'S WEBSITE <a href="http://WWW.COGSC.COM">WWW.COGSC.COM</a> UNDER "BIDS".	4.00 PM, THURSDAY, JULY 26, 2018
4. BID DUE DATE	2.00 PM, WEDNESDAY, AUGUST 1, 2018
5. APPROVAL OF CONTRACT BY CITY COUNCIL (TENTATIVE)	THURSDAY, AUGUST 16, 2018
6. NOTICE TO PROCEED (TENTATIVE)	AUGUST 31, 2018
7. PROJECT COMPLETION	30 CALENDAR DAYS AFTER NTP

The City of Georgetown reserves the right to change the project schedule and scope as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants.

The City also reserves the right to cancel or reissue the RFP and/or revise the project schedule at any time.

The proposer will acknowledge receipt of all issued addenda in their submittals, if applicable. The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

All information will be updated and posted on the City's website [www.cogsc.com](http://www.cogsc.com) under "Bids". It is the proposer's responsibility to obtain the information directly from the City's website regarding this project.

## Bid Submittal Instructions

To be considered, interested parties must submit the following in a sealed envelope:

1. One (1) initialed copy of this RFB
2. One (1) Bid Form
3. One (1) Mandatory Vendor Submittal Form

On or before the deadline, 2:00 pm, Wednesday, August 1, 2018 EST (local time) to:

Physical Address:

City of Georgetown  
Attn: Purchasing - Bid Proposal  
Recreational Walking Trail Asphalt Paving  
Project # 1206  
2377 Anthuan Maybank Drive  
Georgetown, SC 29440

1. Sealed bids should be clearly marked on the outside of the package, **“Recreational Walking Trail Asphalt Paving, Project #1206”**. It is the sole responsibility of the bidders to have bids delivered to the City of Georgetown before the closing hour and date. Bids that are faxed, e-mailed, or received late will not be accepted or considered for any reason. The official clock shall be that of the City’s Purchasing Agent.
2. All bids must be valid for a period of sixty (60) days following the bid opening date.
3. Bids must address all RFB requirements. Partial or incomplete bids may be rejected.
4. All costs incurred in preparing the bids, or costs incurred in any other manner by the bidder in responding to this RFB will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this bid become the property of the City of Georgetown and will not be returned.
5. Any proprietary information contained in the proposal should be so indicated as follows:  
*Vendor Disclosure—Notice of SC Freedom of Information Act*  
“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA. We discourage you from including any information you consider proprietary or trade secret, as this material is subject to the FOIA once it’s in the City’s possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a fifteen (15) day deadline to produce the material. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.”
6. Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid. Bids having any erasures or corrections must be initialed in ink by the bidder.
7. List of Professional References for Similar Work Performed – Must list at least two recent references of similar work with telephone number and name of person to contact.
8. Disqualification and Rejection of Bids – The City of Georgetown reserves the right to reject any bid of a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the bids of a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the contractor that best meets the requirements as set forth herein.
9. Assignment of Contract – Assignment by the selected contractor of any contract to be entered into in accordance with this RFB will not be recognized by the City of Georgetown unless such assignment has prior written approval of the City.

## **Bid Submittal Evaluation**

Contracts shall be awarded to the lowest responsive and responsible contractor. In determining lowest responsive and responsible contractor, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee shall consider:

- (a) The ability, capacity, and skill of the contractor to perform the contract to provide the service required;
- (b) Whether the contractor can perform or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- (d) The quality of performance of previous contracts or services provided by the contractor;
- (e) The previous and existing compliance by the contractor with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the service; and
- (g) Whether the contractor has met the criteria of the RFB requirements, terms and conditions.

## **General Contractual Requirements**

1. Compliance With Law – The selected contractor and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
2. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
3. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
4. Qualifications - Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid request. The City of Georgetown Finance Department reserves the right to make the final determination as to the contractor's ability to provide the services herein.
5. Contractor's Responsibility - Contractor shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the contractor to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
6. Affirmative Action - The proposer will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
7. WMBE Statement - It is the policy of the City of Georgetown to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent

with the laws of the State of South Carolina. It is further the policy of the City of Georgetown 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 of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

8. Termination - Subject to the following provisions, any contract resulting from this request for bids may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the bidder:
  - 8.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City, if applicable.
  - 8.2. Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 8.3 Cause - Termination by the City for the cause, default or negligence on part of the contractor, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
9. Prime Contractor Responsibilities - The contractor will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the contractor to be the sole point of contact with regard to all project matters.
10. Subcontracting - If any part of the work covered by this RFB is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful contractor will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder, if any.
11. Contract Amendments - Amendments to any agreement between the City and the contractor must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
12. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
13. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of an agreement.
14. Representations of Contractor - Contractor represents, warrants, and covenants that:
  - (a) In providing the services contractor shall utilize the care and skill used by members of its profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the contractor to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the project. City may request removal of any employee for good cause.
  - (c) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.
15. Indemnity Provisions - Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposer's performance hereunder.

16. Insurance - The selected contractor will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000 as follows:
- Comprehensive General Liability (per occurrence)
  - Comprehensive Auto Liability (per occurrence)
  - Workers' Compensation Liability (as required by State of South Carolina statutes)
- The City of Georgetown is to be named as additional insured on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Manager at Fax No. 843.527.6173; email [lbell@cogsc.com](mailto:lbell@cogsc.com), PO Box 939, Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
17. City Business License - The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. The business license department may be reached at 843.545.4041. The building and planning department may be reached at 843.545.4017. These expenses shall be included in the total proposal cost.
18. Bid, Payment and Performance Bonds are not required for bids less than a \$100,000.
19. Local Vendor Preference Option is applicable in accordance with Section 2-185 of the City's Procurement Code as approved by City Council on 1.19.2017.

The Purchasing Agent shall make the award of bid after obtaining the approval from City Council. The award letter shall be issued by the Purchasing Agent or designee to the lowest responsible and responsive bidder meeting the requirements set forth in the Request for Bid.

(a) The division/department head is responsible for obtaining the required insurance certificates and Business License verification for submittal to the Purchasing Agent and Risk Manager for approval.

(b) A bid may be canceled and/or all bids rejected upon written recommendation of the division/department manager, and approval of the Purchasing Agent.

### **Local Vendor Preference Option**

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.

2. This option allows the lowest local bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.

3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.

4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

(a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

(b) Contracts for professional services except as provided for in Section 2-187 above;

(c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

(d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or

(e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



**MANDATORY VENDOR SUBMITTAL FORM**

AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION - ARTICLE IV

PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED QUOTES LOCAL VENDOR PREFERENCE

ARTICLE IV. PROCUREMENT

DIVISION 2. ETHICS IN CITY CONTRACTING

I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_

Signature of Company Officer