



# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## INVITATION FOR BID (IFB)

BID NUMBER: 22-027

ISSUE DATE: Wednesday, June 1, 2022

**OPENING DATE: Wednesday, June 22, 2022**

**OPENING TIME: 3:00 PM (ET)**

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection: [Independent-On Own]

### **PROCUREMENT FOR: Court Construction & Resurfacing**

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

**Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.**

**Purchasing Contacts:**            **Nancy Silver**  
Phone:                                (843)545-3076  
Fax:                                    (843)545-3500  
E-mail:                                [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

**REF: Bid #22-027, Court Construction & Resurfacing**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County’s efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcountry.org](http://www.gtcountry.org) select “Bid Opportunities” under Quick Links, then click on the “View Current Bid Solicitations” link.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Nancy Silver, Purchasing Officer**

- by e-mail to [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: Invitation for Bid #22-027**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Wednesday, June 1, 2022	n/a	n/a
<b>Pre-Bid Conference:</b>	Independent-On Own	n/a	Various
<b>Deadline for Questions:</b>	Wednesday, June 15, 2022	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, June 22, 2022	3:00PM ET	Electronic
<b>*Public Bid Opening &amp; Tabulation:</b>	Wednesday, June 22, 2022	3:00PM ET	Hybrid

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

**Bid #22-027**  
**Court Construction & Resurfacing**

**INTRODUCTION**

The Georgetown County Parks and Recreation Department is soliciting bids from experienced court builders for the construction and resurfacing of various tennis courts and basketball courts across Georgetown County. See below for a listing of project locations and specifications.

**PROJECT LOCATIONS:**

<b>A. COURT RENOVATION &amp; CONVERSION</b>		
South Island Park	860 Aviation, Georgetown, SC	Lat: 33.318812 Long: -79.301443
<b>B. &amp; C. NEW COURTS</b>		
N Santee Park	1484 Mt. Zion Rd, Georgetown, SC	Lat: 33.248258 Long: -79.399723
Pleasant Hill Regional	127 Schoolhouse Dr. Hemingway, SC	Lat: 33.6793 Long: -79.3542
<b>D. RECOAT</b>		
Dunbar	1960 Dunbar, Georgetown, SC	Lat: 33.5232 Long: -79.3532

**SITE INSPECTION:**

- 1) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- 2) It is the responsibility of the proposing contractor to accurately measure the areas, and to determine and include all materials and labor required to successfully bid the project.
- 3) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- 4) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing

conditions such as obstructive area levels and any problems related to erecting the required systems.

- 5) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- 6) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

### **REQUIRED BID SECURITY:**

- 1) **Each bid must be accompanied by a Bid Bond** for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered.
- 2) The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract.
- 3) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.

### **GENERAL REQUIREMENTS**

1. Tennis court builder must be an American Sports Builders Association tennis court builder OR have a minimum of 10 years' experience in the construction of tennis courts. Proof of experience must be shown on the provided mandatory Statement of Experience form.
2. Insurance:  
The awarded Contractor will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured per the County's insurance requirements as listed within the Instructions for Providers section.
3. The construction schedule shall be coordinated with the County's Designated Project Manager.
4. Demolition shall be performed in such a way as to not damage the existing facilities. The Contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.

5. The worksite shall be barricaded from the public at all times. The Contractor shall be responsible for the safety of the general public, County personnel, their employees, and their sub-contractors. The Contractor will be solely liable for any damages that may result from the Contractor's performance or lack of performance.
6. Portable Toilet Facilities and utility connections are available at all locations
7. Upon completion of each task, the County's Designated Project Manager will inspect the job and any defects shall be corrected by the Contractor immediately.
8. Permits:  
The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/ licenses and must comply with all local codes and ordinances. Copies of such permits/ licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. For additional information, please visit: <http://www.gtcounty.org/176/Building-Department>. Work within the Georgetown City Limits may require a City Business License.
9. Warranties:  
Contractor shall guarantee all material furnished and all workmanship performed for a minimum period of one (1) year from the date of final acceptance of the Work. Any defects developing within this period, traceable to material furnished as part of the Work or workmanship performed hereunder, shall be corrected at no expense to the County.
10. Evaluation & Award:  
The Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible bid as determined by the County. In determining the lowest and most responsive and responsible bidder, in addition to cost, the following factors shall also be considered: the number of days for mobilization of contract, the number of days for completion of services at all locations, ability to comply with all bid requirements, customer references showing satisfactory past record of performance with other clients including the quality of work, reliability, capability of staffing, Contractor's experience with similar size and scope of projects, and past record of performance with the County. The Purchasing Officer shall have the final authority to determine responsive and responsibility of offeror. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

It is the County's intent to award all base bid items to a single Contractor. However, due to the current market conditions and escalated inflation costs, should budget limit the amount of work that can be done, the County may choose to negotiate with the lowest responsive and responsible bidder to remove locations or work accordingly, if needed, to come within budget.

## **SCOPE OF WORK**

### **A. South Island Park – Demo & Reconstruction Project**

Existing courts include (3) tennis courts with lights and fencing. Project scope includes reconstruction of (2) courts for tennis/pickleball play and (1) court conversion for basketball play.



Two (2) tennis + One (1) Multi Sport (Basketball, Pickleball & Volleyball lines)

**B. North Santee Park**

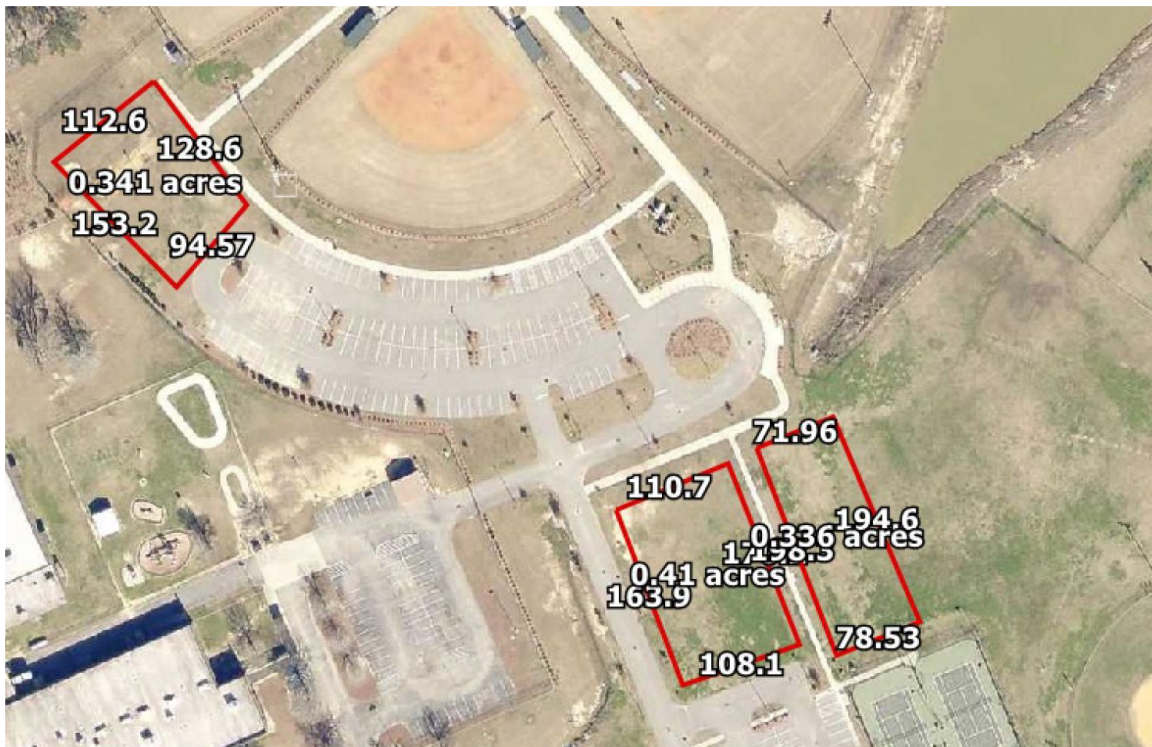


Two (2) tennis courts with pickleball & 10U lines

\*\*\*BID ALTERNATE #1 at this location 100' of 10' perimeter fence (Mt. Zion Ave sideline of basketball court).\*\*\*

**C. Pleasant Hill Regional Park**





One (1) sport court, basketball & pickleball lines (100' x 50') – NO LIGHTS

**D. Dunbar Park**



Coat & line existing basketball court

## Multi-Sport (basketball) Court Fencing

- Refer to specifications for courts, surfacing, coating, fencing type and design required for tennis courts
- One 100' side to be left open (South Island & Pleasant Hill)
- Courts with open sideline do not require pedestrian or maintenance gates – See Exhibit 1 below.
- Dunbar location **DOES NOT HAVE LIGHTS**

## Exhibit 1 – Multi-Sport



## 50'x100' Multi Sport – Basketball, Pickleball & Volleyball

### PLAYING SURFACE & LINES

- Contractor shall apply an acrylic playing surface in accordance with the manufacturer's recommendations
- Playing surface colors tbd

### NETS & GOALS

#### Tennis Courts

- Where applicable remove and dispose of existing net posts, center anchors, and footings
- Install 42" tall net posts for tennis courts with concrete footings
- Footings for all new posts to match Standard Net Post Section provided within this document
- All net posts shall be removable and mount into a base sleeve encased in the concrete footing
- Bidder to provide product specification and dimensions for all sports nets and posts
- All materials shall be selected for quality and durability in a public outdoor setting
- Install 12" central net anchors for each tennis court



Basketball Equipment

- Aluminum “unbreakable” commercial outdoor fixed height basketball backboards/goals installed per manufacturer specifications.
- Use appropriate galvanized tubing with 48” overhang buried and installed per manufacturer specifications.



**TENNIS COURTS**

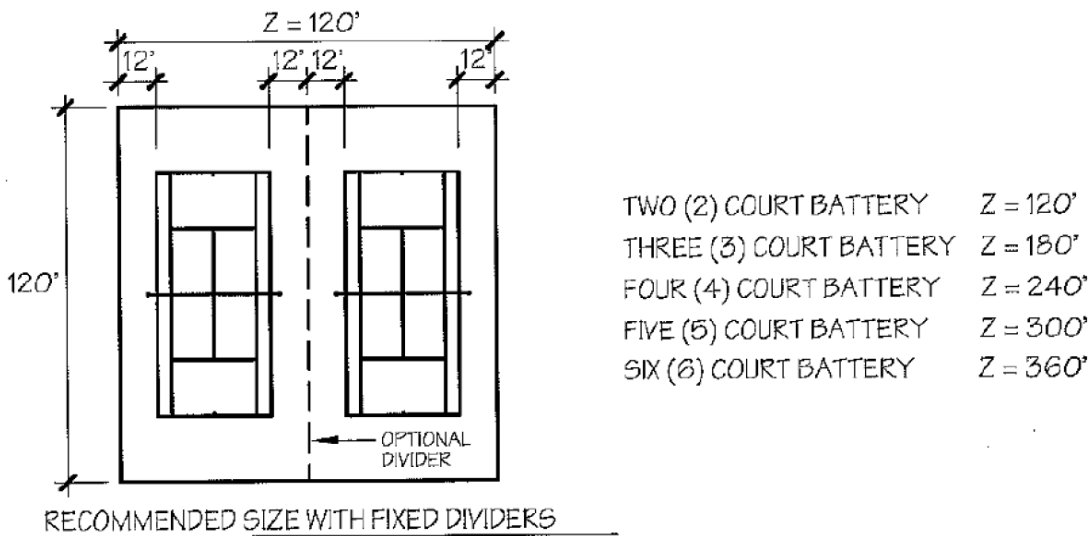
Tennis courts shall be constructed at multiple locations within Georgetown County. Courts shall be built at the parks in the location and orientation as depicted on the included site plans. Site plans/maps are for location purpose only and not drawn to scale.

Site Preparation:

Top soil must be removed prior to construction. Fill as needed, compact the site, and grade to 1% from end to end, or side to side.

Court Dimensions:

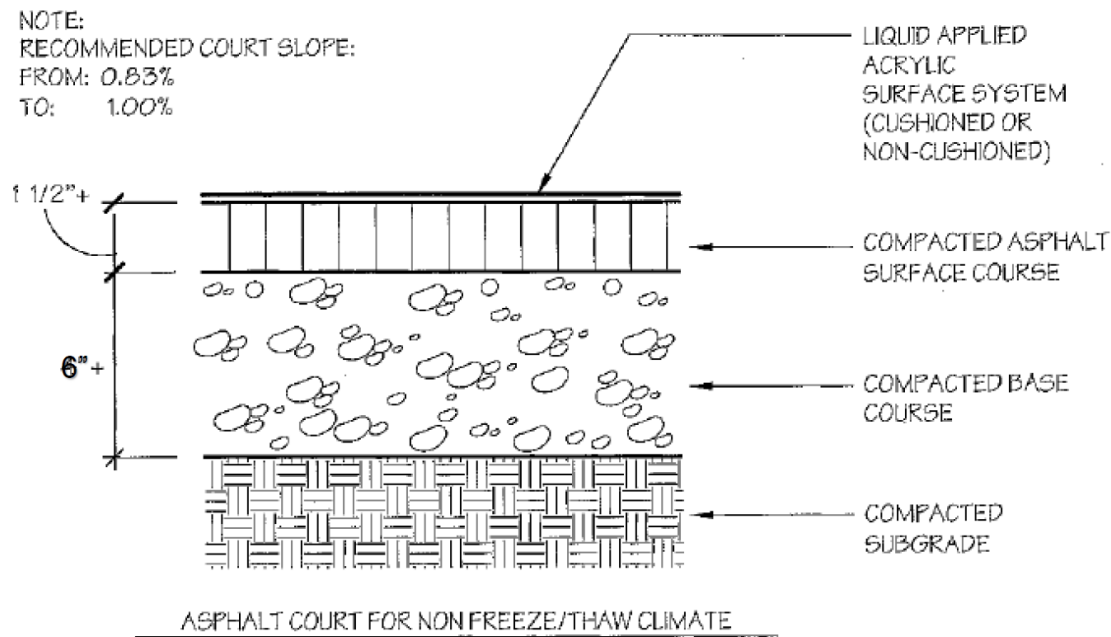
Courts shall be full size 78 foot courts as depicted below.



## Hard Court Asphalt Surface:

Base course material shall meet the South Carolina Department of Transportation's standard for roadway construction. The Contractor shall spread and compact the base material to within the minimum and maximum slopes. The final thickness of the compacted base material shall be a minimum of 6 inches.

The Contractor shall be responsible for the purchase, transportation, placement, and compaction of a minimum of 1.5 inches of asphalt mix. The 1.5 inches refers to the depth of asphalt after final compaction. The asphalt mix shall be equal to or better than SP12 and shall meet the Finish Asphalt Pavement Guidelines Listed below.



## Finished Asphalt Pavement Guidelines

Slope-Asphalt courts are sloped in a true plane a minimum of .83% (1:120) to a maximum of 1.00% (1:100). Side to side is the preferred direction of slope; however, it can also be end to end or corner to corner if side to side cannot be achieved. Consideration should be given to sloping courts slightly to aid in removal of water when washing the courts.

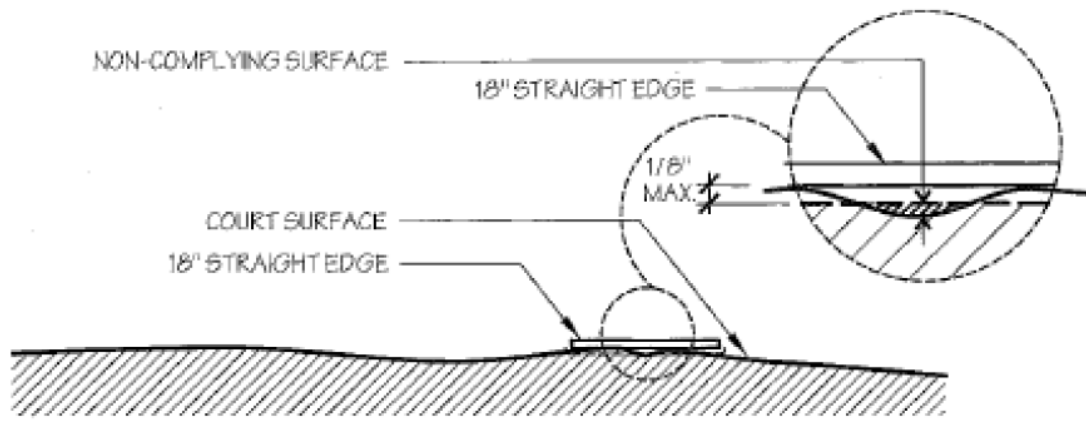
Planarity-Planarity is the degree to which a surface is constructed as designed in one true plane. The surface also must be located at the designed elevation and slope because the elevation and grade of the surface tie it into the drainage system. According to the ITF, the finished court should not vary more than  $\pm 3/8$ " from the designed elevation within the Primary Playing Area. Measure Planarity and slope with a transit or laser level.

Evenness-In order to drain properly and to be acceptable for play, a surface must be smooth and regular, lacking humps and dips. An even surface will not cause ball deflection or create a player tripping hazard. As a measure of evenness, the surface should not vary more than 1/4" in 10' when measured in any direction using a straightedge.

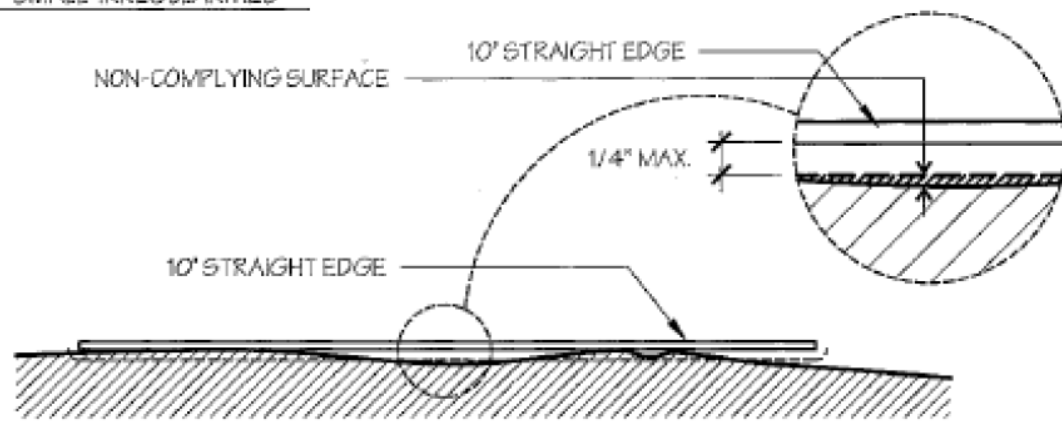
Small Irregularities-Small deviations over a short distance, such as those caused by irregular seams, expanded aggregate or roller marks, may affect play. For that reason, a third measure-no deviation in the asphalt surface greater than 1/8" in 18" will be considered.

Once construction of the asphalt pavement is completed, the asphalt must be allowed to thoroughly cure to allow color coatings to bond effectively and evenly. Curing may take from 14 to 30 days, dependent upon site conditions and weather conditions, composition of the asphalt and the recommendations of the manufacturer of the surface coating.

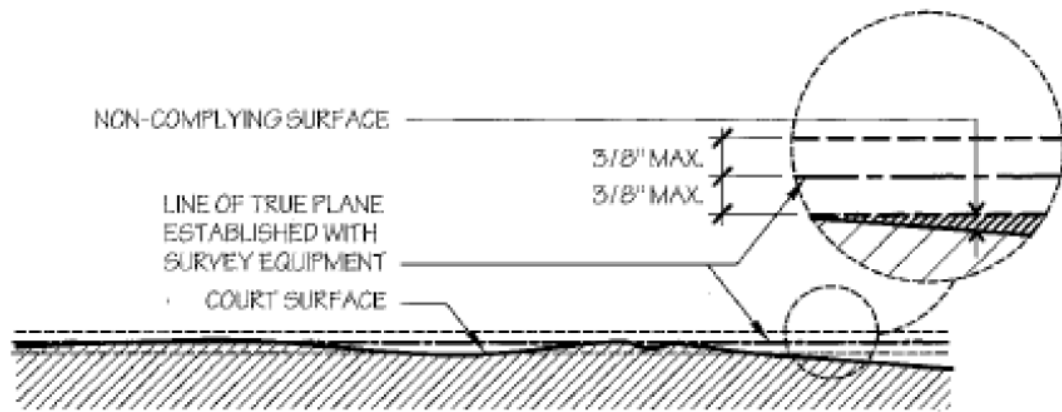
(CONTINUED ON NEXT PAGE)



SMALL IRREGULARITIES



CHECKING EVENNESS



CHECKING PLANARITY

ILLUSTRATION OF HOW TO CHECK  
PLANARITY, EVENNESS & IRREGULARITIES

NOT TO SCALE

## Exterior Perimeter Fence

Contractor shall furnish and install a 10 foot high chain link fence around the entire perimeter of the courts as shown in Exhibit A. The fence shall be installed to the edge of the asphalt pavement. The fence shall be 1-3/4", 9-gauge wire mesh fastened to each post, and the top rail, mid rail and bottom rail no less than 12" on center, with zinc coated steel wire ties. All wire and post shall be galvanized, free of sharp barbs and shall be knuckle to knuckle (not twisted). The fence framework shall be as shown below. Each post shall be encased in a cylindrical concrete footing. The footings for the fence shall be not less than 10" in diameter, or four times the post diameter and no less than 36 inches deep. Two (2) 4-foot wide walk gates shall be installed on the north and south end as shown in Exhibit A.

### Top and Bottom Rail:

Size: 1-5/8" O.D. Permafused II Standard Weight Pipe (0.140" wall thickness, 2.27 lb/ft.)

### Line Posts:

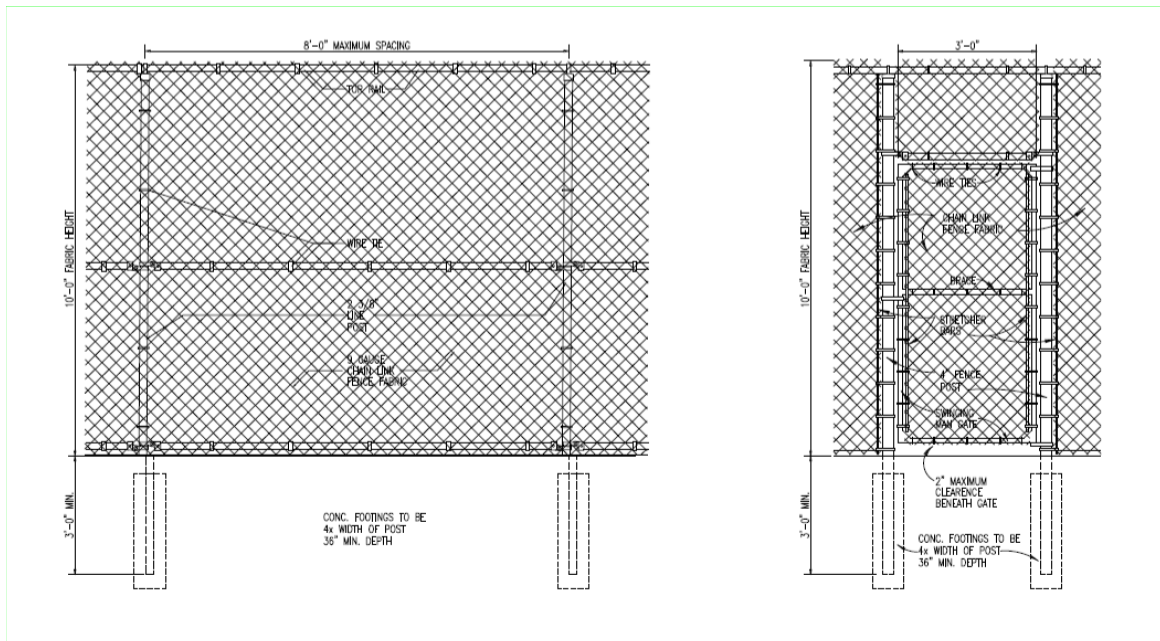
Size: 2 3/8" O.D. Permafused II Standard Weight Pipe (0.154" wall thickness, 3.65 lb./ft.)

### Terminal Posts:

Size: 4" O.D. Permafused II Standard Weight Pipe

### Swing Gates:

Fabric: Same mesh and gauge as chain-link selected. Framework: 1-7/8" O.D.





**Interior Ball Separation Fence**

Contractor shall furnish and install a 5-foot high chain link fence between the courts as shown in Exhibit 2. The fence shall meet the same standards as above.

**Acrylic Playing Surface Lines**

Contractor shall apply an acrylic playing surface in accordance with the manufacturers recommendations. The playing surface shall be blue and outside area shall be green. The court shall be stripped for pickle ball and tennis, with light blue and white lines respectively as shown below.

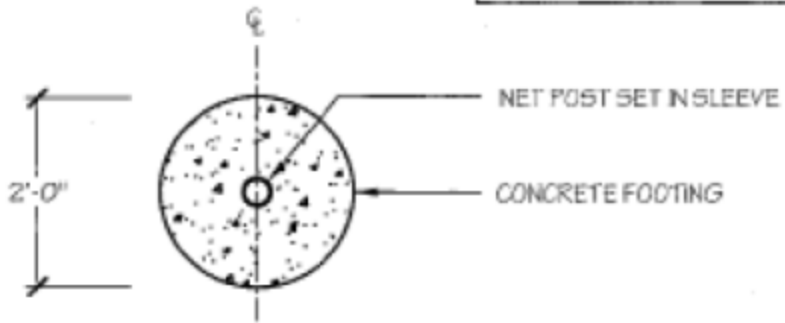
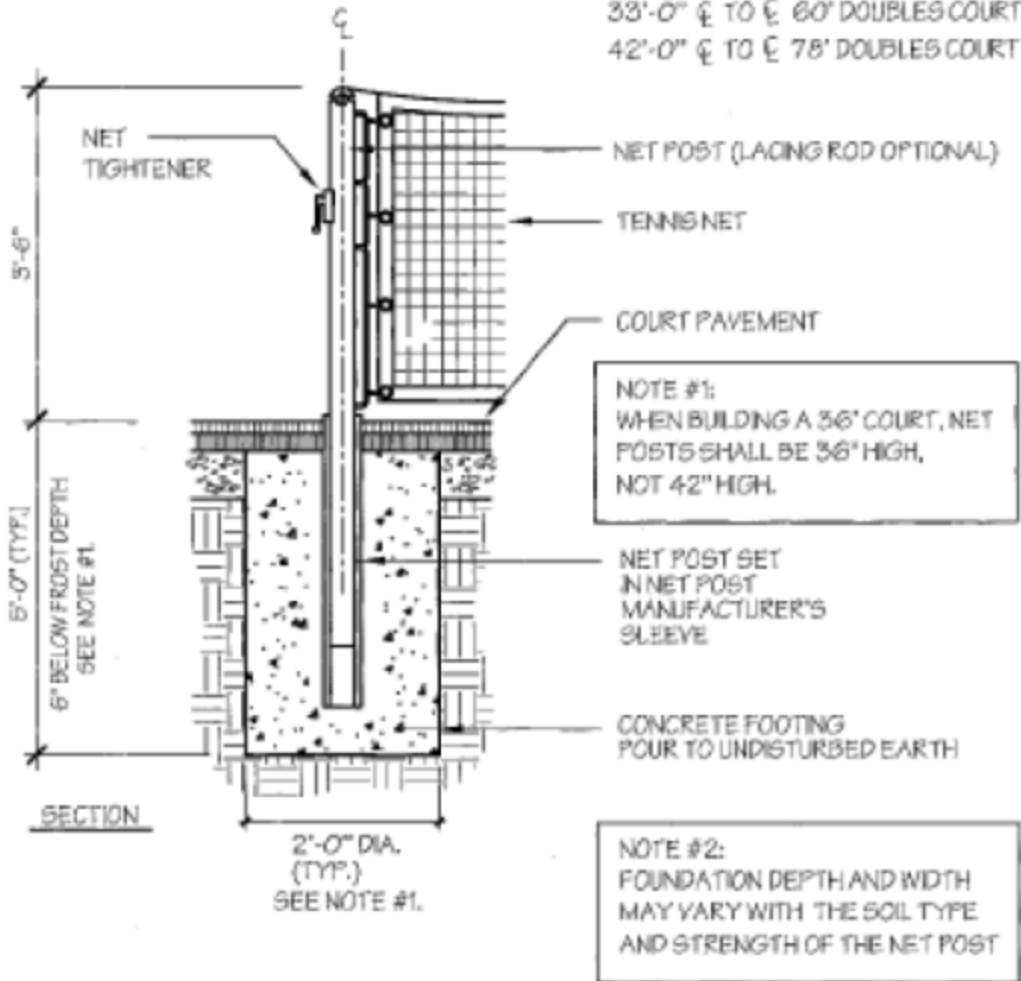


**Net Post and Nets**

Contractor shall furnish and install two galvanized steel net posts and sleeves so the net posts can be removed and/or replaced. The posts shall be galvanized and be equipped with a screw-type, worm gear winding mechanism to tighten the nets. The concrete footer for the sleeve shall be constructed in accordance with the diagram shown below.

NET POST LOCATIONS:

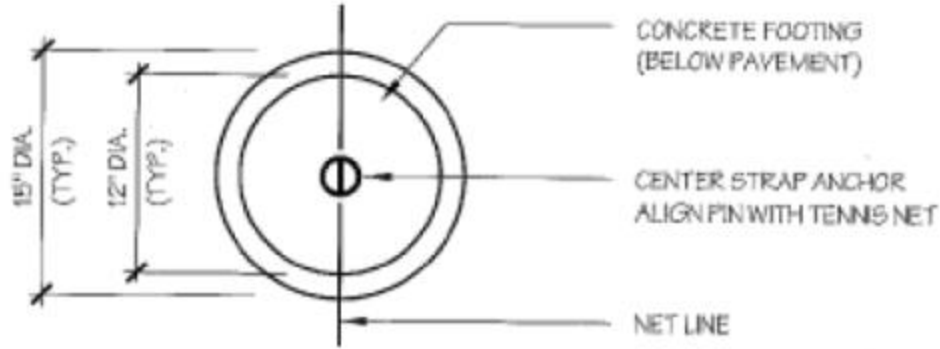
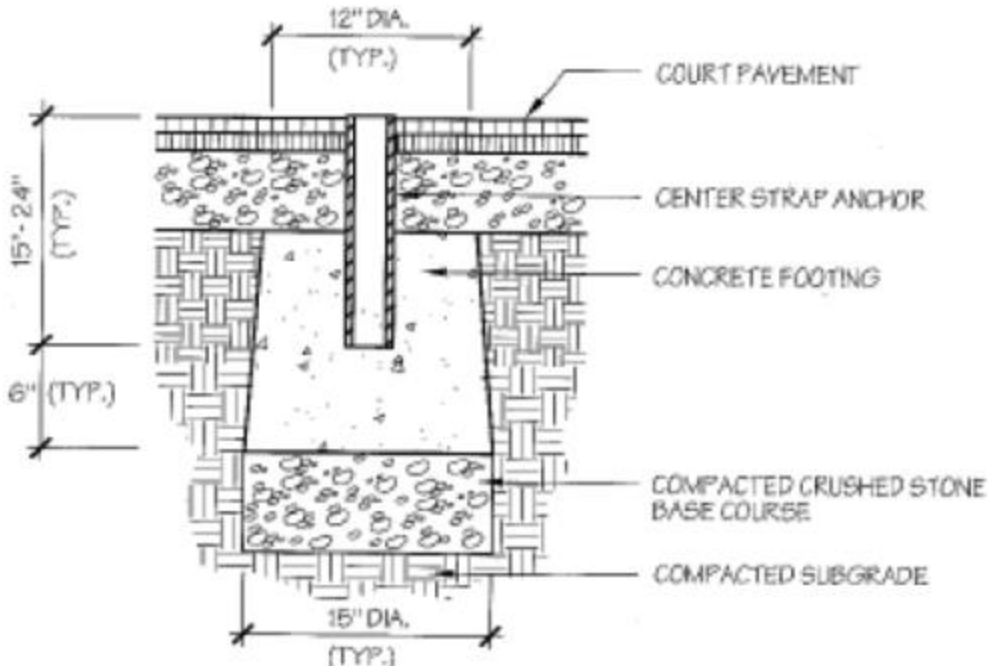
- 33'-0"  $\phi$  TO  $\phi$  78' SINGLES COURT
- 33'-0"  $\phi$  TO  $\phi$  60' DOUBLES COURT
- 42'-0"  $\phi$  TO  $\phi$  78' DOUBLES COURT



**TENNIS NET POST FOOTING - CYLINDER SHAPE**

NOT TO SCALE

NOTE:  
 IN AREAS SUSCEPTIBLE TO  
 FROST HEAVING, INCREASE  
 FOOTING DEPTH TO 24"+



TENNIS NET CENTER STRAP ANCHOR

NOT TO SCALE

## Tennis Court Lighting

The lighting system for tennis courts shall be included as an alternate option in this bid. Lighting shall meet or exceed Class II performance criteria as shown below and must be guaranteed to maintain the levels for a minimum of 10 years.

<b>Recommended Horizontal Illumination</b>			
<b>Performance Criteria</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
Average Maintained Horizontal Foot-candles within PPA (1,2,4)	125+ (1250 lux)	75 (750 lux)	50 (500 lux)
Minimum Maintained Horizontal Foot-candles withint PPA (2,4)	100 (1000 lux)	60 (600 lux)	40 (400 lux)
Maximum Uniformity Ratio (3)	1.5	1.7	2.0

<b>Recommended Vertical Illumination</b>			
<b>Performance Criteria</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
Average Maintained Vertical Foot-candles within PPA (1,2,4)	50 (500 lux)	30 (300 lux)	20 (200 lux)
Maximum Uniformity Ratio (3)	2.0	3.0	3.0

### Notes:

1. Maintained foot-candles is determined by applying a light loss factor (LLF) to the initial or measured foot-candles. LLF is dependent upon lamp characteristics, fixture maintenance, voltage variations, and atmospheric conditions. It normally varies between .6 and .85. Consult the fixture manufacturer for proper LLF values.
2. Average maintained and minimum maintained foot-candles should be calculated within the Primary Playing Area (PPA) with the foot-candle values multiplied by the appropriate LLF.
3. Uniformity ratio is defined as the ratio of the maximum foot-candles divided by the minimum foot-candles.
4. Primary Playing Area (PPA) is defined as the area that includes 6' beyond the sidelines and 10' behind the baseline.

<b>Typical Facility Classifications</b>		
<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
Professional	Satellite (3)	College (4)

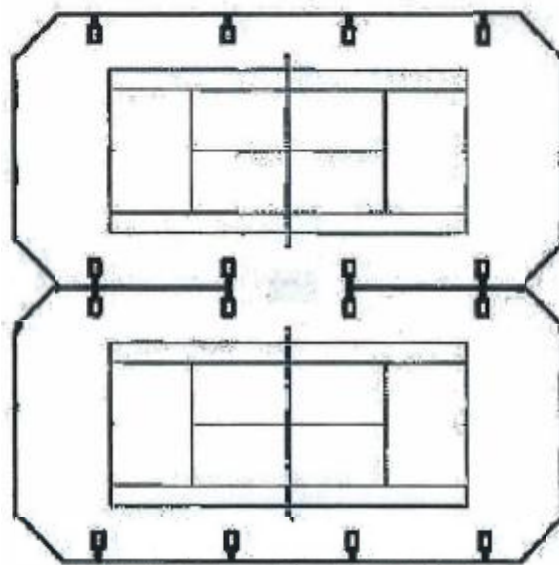
International	Challenger (3)	High School
Satellite	College (2)	Tennis Clubs
Challenger	Tennis Clubs	Parks/Recreational
College	Parks/Recreational	Residential
	Residential	

Notes:

1. Class I facilities generally involve broadcast quality television production. These facilities will include permanent spectator accommodations.
2. Facilities which host intercollegiate play, but without broadcast television requirements. These facilities may have permanent or temporary seating.
3. Professional tennis events without broadcast television requirements.
4. Collegiate facilities primarily used for practice or for intramural or recreational play.

Please note that some facility types appear in multiple categories. Illumination levels for specific facility should be chosen based on the highest skill level, or spectator and television requirements that will take place at the facility. See the description for more detailed information about each class. It is recognized that older players require higher light levels. Facilities with older average player ages should be designed for higher levels of light.

The pole and light fixture placement shall be similar to that shown below, so a shade structure can be built between the courts at a later date. The poles and light fixtures shall be able to withstand a minimum of 150 mph wind. Low-mast poles shall be attached to the ground with galvanized anchor bolts and not encased in the ground. All poles and fixtures shall be either galvanized steel or aluminum. All wiring shall be in the appropriate conduit and underground.



TWO COURT LAYOUT W/SHADE SHELTER



## Light Source

All light fixtures shall use Light Emitting Diodes (LEDs) with a bright white color as the light source and the fixture shall be designated for recreational outdoor use.

## Lighting Controls

Automated lighting controls shall be included in the bid. The lighting control system shall consist of a photocell to keep the lights from being turned on during the daylight hours, an interval timer to allow play for 30 minutes between resets and a clock timer so the lights may be turned off during specified time period. The system shall be designed so the public can access only the interval timer.

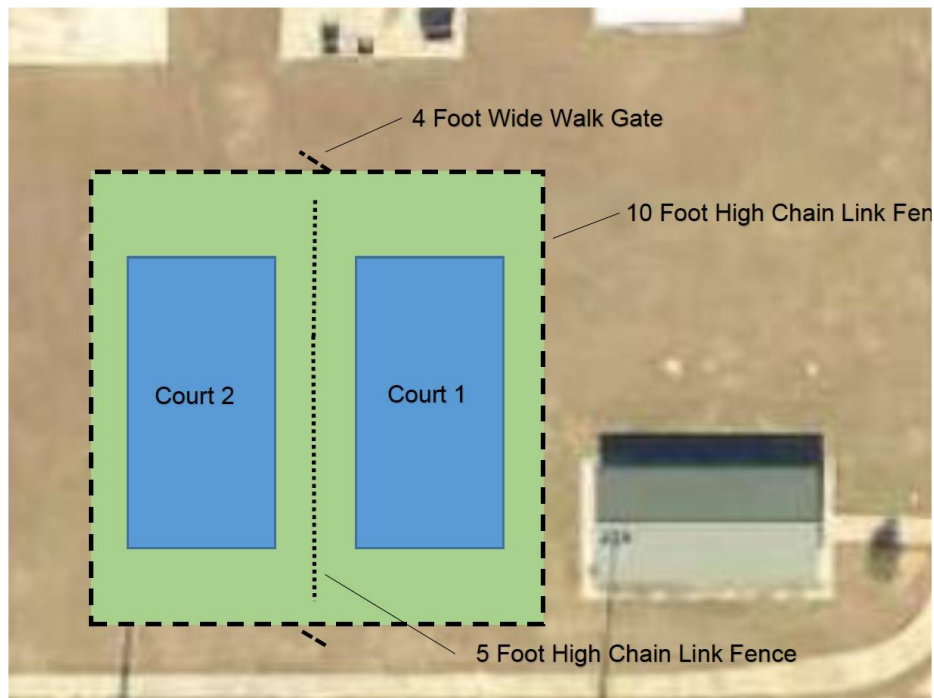
## Power Source

Contractor required to connect to power source provided at each site. Bid should include installing wires to lights in underground conduit. To be further defined at each site by Georgetown County Facility Services.

## Shop Drawings

If awarded the bid, the contractor shall submit shop drawings of the proposed lighting system, including the load center timer, poles, and light fixtures, for approval prior to construction. In addition, the contractor shall submit a light level diagram prepared by the lighting company to show that the proposed lighting system will provide the level of lighting specified in the illumination table.

### Exhibit 2





**Instructions for Providers**  
**Bid #22-027**  
**Court Construction & Resurfacing**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

2. Sealed bids to provide **Court Construction & Resurfacing** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

**3. Inclement Weather/Closure of County Courthouse**

**Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.**

4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

**5. NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
7. Definitions:
  - a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
  - b)The term “**Design-Build Court Construction & Resurfacing**” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.
  - c)The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
  - d)Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
  - e)Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably that those who cannot.
8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

  - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
  - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor 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 age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: [https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false).
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.



22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Invitation for Bid covers the estimated requirements to provide Court Construction & Resurfacing for the Georgetown County Parks & Recreation Department. The purpose is to establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

28. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

### 32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

### 34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

### 35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable, Finance Dept.  
P.O. Box 421270  
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

#### South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

#### 36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

#### 37. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

##### b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

##### c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

#### 38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

#### 39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

#### 40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

#### 41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically

consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

49. Unit Prices and Extension



Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

50. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

52. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

53. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

54. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

55. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request

for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

56. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

57. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

58. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

59. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

60. Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

61. PUPS:

The contractor is responsible for contacting the **Palmetto Utility Protection Service (P.U.P.S.)** at its **811** or toll-free number **(1-888-721-7877)** between the hours of 7:30 am (ET) and 5:30 pm (ET), Monday through Friday, 72 hours before starting the proposed work.

62. Disposal:

The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.

63. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Non-Collusion Affidavit
- Residence Certification for Local Preference
- List of Prime and Subcontractors
- Statement of Experience
- Mandatory Bid Submittal Form
- Exceptions Page
- 5% Bid Bond
- Addendum Acknowledgement (If Issued)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference**

1. A vendor shall be deemed a Local Georgetown 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 County on which the bid is submitted, and has paid all taxes 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 greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
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 a form provided by the County purchasing department and shall be signed under penalty of perjury. 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 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county 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 five (§5) 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 the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

- (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 five (§5) 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 the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is \_\_\_\_\_ [City and State].

(X)  
\_\_\_\_\_  
Signature of Company Officer



**LIST OF PRIME AND SUBCONTRACTORS**  
**Bid #22-027, Court Construction and Resurfacing**  
**(Mandatory Bid Submittal Form)**

The undersigned states that the following is a full and complete list of proposed prime contractor and subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

<b>Prime Contractor, Subcontractor Consultants and Address</b>	<b>Class of Work to be Performed</b>
1) _____ _____	_____
2) _____ _____	_____
3) _____ _____	_____
4) _____ _____	_____
5) _____ _____	_____
6) _____ _____	_____

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**STATEMENT OF EXPERIENCE**  
**Bid #22-027, Court Construction and Resurfacing**  
**(Mandatory Bid Submittal Form)**

The Bidder is required to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents.

**Project Name/Description & Location**

**Reference**

1)	<hr/> <hr/>	<hr/> <hr/>
2)	<hr/> <hr/>	<hr/> <hr/>
3)	<hr/> <hr/>	<hr/> <hr/>
4)	<hr/> <hr/>	<hr/> <hr/>
5)	<hr/> <hr/>	<hr/> <hr/>
6)	<hr/> <hr/>	<hr/> <hr/>

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## MANDATORY BID SUBMITTAL FORM

Bid #22-027

### Court Construction & Resurfacing

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid \_\_\_\_\_

2. **BASE BID:**

a) South Island Park: \$ \_\_\_\_\_

b) N. Santee Park: \$ \_\_\_\_\_

c) Pleasant Hill Regional: \$ \_\_\_\_\_

d) Dunbar Park: \$ \_\_\_\_\_

**TOTAL BASE BID (a+b+c+d):**

\$ \_\_\_\_\_

3. **ALTERNATE #1 (ADD)-N. Santee Park Perimeter Fence:**

\$ \_\_\_\_\_

4. Bid cost must remain valid ninety (90) days from bid opening date. Base bid shall include but not be limited to the cost of mobilization, bonds, materials, equipment, labor, sales tax, and anything else required to perform the Work described herein.

5. Number of days for mobilization after NTP/PO issued: \_\_\_\_\_

6. Number of days for full project completion: \_\_\_\_\_

7. Contact Address: \_\_\_\_\_  
\_\_\_\_\_

8. Contact Person: \_\_\_\_\_

9. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

10. E-Mail address: \_\_\_\_\_

11. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

12. Accounting Contact: \_\_\_\_\_

13. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

14. E-Mail address: \_\_\_\_\_

15. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

16. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

17. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes     No

18. Acceptance of Invitation for Bid Content: The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

19. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes     No

21. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

22. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 22-027 were received.

23. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

**Yes**       **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

**Yes**       **No**

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

**Yes**       **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

**Yes**       **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.) \_\_\_\_\_

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

24. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your 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. [07-7B097-1]

25.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_
- Our company does not accept VISA government procurement cards.

26. Printed Name of person binding bid \_\_\_\_\_

27. Signature (X) \_\_\_\_\_

28. Date: \_\_\_\_\_





# **EXCEPTIONS PAGE**

## **MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".