



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: Sidewalk Program Project #1214 - Front Street Improvements

DATE OF ISSUE: Wednesday, July 11th, 2018

DUE: On or before **2.30 pm EST (local time) Wednesday, August 1, 2018**

Submit bids to physical address:

Physical Address:

City of Georgetown
Attn: Purchasing - Bid Proposal
Sidewalk Program Project #1214 - Front Street
Improvements
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.

Purpose

The City of Georgetown is seeking bids from qualified and licensed general contractors to install new sidewalks on Front Street between Alex Alford and Lafayette Streets.

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. Site Plan
- 2. Bid Form

Project General Description

Project consists of placing new 5-foot wide concrete sidewalks, cross walks, and minor storm drainage improvements on the north side (Base Bid) and south side (Alternate #1) of Front Street between Alex Alford and Lafayette Streets.

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 provide protection to pedestrians and traffic controls within the construction zone.

Work to be performed in accordance with construction drawings prepared by Cagle Consulting Engineers which make part of this RFB. Work is within the SCDOT's existing right-of-way and must be completed in accordance with SCDOT approved construction encroachment permit.

Submit concrete mix design for owner's approval.

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

Bid, payment and performance bonds are required for projects valued at \$100,000 or more.

Contractor shall complete the work within 60 calendar days after Notice to Proceed. There are no liquidated damages.

All existing landscaping (trees, plants, flowers, etc.) shall be protected, removed and/or relocated as noted on the plans. Damaged landscaping shall be repaired by contractor at his/her own expense. Contractor shall hydro seed disturbed soil areas.

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

Contractor shall warranty the work for a minimum of two years from the date of final acceptance.

Contractor shall provide a survey-quality as-built plans at the completion of the project.

Questions

For questions regarding the City's Request for Bids process or services sought, please submit your questions in writing and email them to uarteaga@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 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 RFP to the contract award:

| MILESTONE EVENT | DATE |
|--|--|
| 1. REQUEST FOR BID ADVERTISEMENT | WEDNESDAY, JULY 11, 2018 |
| 2. DEADLINE FOR QUESTIONS EMAILED TO OARTEAGA@COGSC.COM | 4.00 PM, TUESDAY, JULY 24, 2018 |
| 3. DEADLINE FOR ADDENDA(S) TO BE POSTED TO CITY'S WEBSITE WWW.COGSC.COM UNDER "BIDS". | 4.00 PM, THURSDAY, JULY 26, 2018 |
| 4. BID DUE DATE | NO LATER THAN 2.30 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 | 60 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.

When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

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 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, 2:30 pm, Wednesday, August 1, 2018 EST (local time) to:

Physical Address:

City of Georgetown

Attn: Purchasing - Bid Proposal

Sidewalk Program Project #1214 - Front Street
Improvements

2377 Anthuan Maybank Drive

Georgetown, SC 29440

1. Sealed bids should be clearly marked on the outside of the package, **“Sidewalk Program Project #1214 - Front Street Improvements”**. 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 sanderson@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 or by email jgilliard@cogsc.com. 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 - Bid and Performance Bonds or other securities may be requested for supply contracts and service contracts as the Risk Manager, Purchasing Agent, and/or Department Head deems advisable to protect the City's interest. Any such bonding requirement shall be set forth in the solicitation.

Bid Security: In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, or the equivalent in cash, certified check, cashiers' check, or money order. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.

When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder's responsibility.

(a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and

(b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

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 PROPOSALS 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