



Georgetown County, South Carolina

129 Screven Street, Room 202

Post Office Drawer 421270

Georgetown, SC 29442-1270

(843) 545-3083 • Fax (843) 545-3500

E-Mail • purch@georgetowncountysc.org

Website • <http://www.georgetowncountysc.org>

REQUEST FOR PROPOSALS (RFP)

FILE NUMBER: 09-011A

RELEASE DATE: Friday, July 10, 2009

OPENING DATE: Friday, July 24, 2009

OPENING TIME: 3:00 PM (Eastern Time)

Bid Opening Location: Georgetown County Historic Courthouse, Room #201, (Small Conference Room)

Previously Qualified Proposers Only May Respond: See Item #4, on Page 2.

PROCUREMENT FOR: Regional Park Engineering Development

Commodity Code(s): 91842, 90666

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

1. Bid Number & Title must be shown on the OUTSIDE of the delivery package.
2. Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
3. UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
4. You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Ann Puckett

Phone (843)545-3083

Fax: (843)545-3500

E-mail: apuckett@georgetowncountysc.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@georgetowncountysc.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 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.

Time Line: RFP #09-011A

Item	Date	Time	Location
Date of Issue:	Friday, July 10, 2009	n/a	n/a
Pre-Bid Conference:	n/a	n/a	n/a
Inquiry Cut-Off Time:	Friday, July 17, 2009	3:00PM ET	Rooms 202/4
Bid Delivery Cut-Off Time:	Friday, July 24, 2009	3:00PM ET	Room 202/4
Bid Opening:	Friday, July 24, 2009	3:00PM ET	Room 201
Recommendation to County Council:	Tuesday, August 11, 2009	5:30PM ET	Room 217
Notice to Proceed (NTP):	Thursday, August 20, 2009	n/a	n/a

RFP #09-011A
Regional Park Engineering Development
General Conditions

- 1) Written sealed responses for this RFP to provide **Regional Park Engineering Development** shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page two (2) of this document. Proposals will then be publicly and promptly opened at the designated time by the Purchasing Officer. Proposals that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted. Respondents and their authorized representatives are invited to be present at the proposal opening.
- 2) One (1) unbound, reproducible ORIGINAL, and Five (5) PHOTOCOPIES of proposals must be submitted in a sealed envelope(s) and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

- 3) Qualified Offerors:
A response will only be accepted from those firms or consortiums who were short listed as having top qualifications as determined in response to RFQ 09-011. Those top ranked proposers in alphabetical order are:
 - a) DDC Engineers of Myrtle Beach, SC;
 - b) SGA Architecture of Pawleys Island and Charleston, SC;
 - c) Wood and Partners, Incorporated of Hilton Head, SC; and
 - d) Woolpert of Charleston, SC.
- 4) This project may consist of, but not be limited to: pre-design, conceptual design, design development, construction contract documents, construction site procurement, construction phase services, closeout phase services and general services as required. The work performed under this any resulting contract shall include, but may not be limited to, the furnishing of all labor, materials, equipment and services, whether specifically mentioned or not, that is required to complete the scope of services on this project. All requirements of the State of South Carolina and all pertinent administrative regulations shall apply to this project as if herein written out in full.

- 5) Any resulting contract will be awarded to the firm, or team of firms, submitting the most responsive and responsible proposal as determined by the County. 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 and to hold all proposals for examination for a period not to exceed ninety (90) calendar days. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.
- 6) TASK/PURCHASE ORDER(S):
Services are not to begin on any project until receipt of a task/purchase order for a specific task.
- 7) CONTRACT TERM AND RENEWAL:
 - a) The initial contract term will be for a twelve (12) month period from the effective date of the contract.
 - b) The County reserves the right, at its sole option, to renew any resulting contract for up to four (4) additional 12 month terms, not to exceed a total of five (5) years maximum. The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 8) DATA SOURCES:
The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.
- 9) ACCESS TO AND INSPECTION OF WORK:
The Georgetown County Purchasing Officer and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.
- 10) DELAYS AND SUSPENSIONS:
 - a) The Contractor must give the County Purchasing Officer written notice if Georgetown County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Officer written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
 - b) The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Georgetown County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.
- 11) CHANGES:
 - a) Georgetown County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Officer must approve all work that is beyond the scope of this Request for Proposal.

- b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Georgetown County Purchasing Officer.

12) SERVICE CONTRACT WARRANTY

Contractor agrees to:

- a) Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b) Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c) All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d) Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Georgetown County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e) Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Officer.

13) COST OF SERVICES

- a) Provide the total not-to-exceed fee (including all direct and indirect costs) and estimated man hours for which your firm will provide the services described in this RFP.
- b) Compensation will be based on level of effort up to the not-to-exceed ceiling.
- c) Profit and overhead shall be incorporated into the not-to-exceed fees, which also include, without limitation, all supplies, equipment, printing, copying, telephone, computer, plotting, travel, mileage, drafting and other charges.
- d) **No separate or additional costs of any kind will be allowed.**

14) PROJECT BUSINESS PLAN

Describe in detail how this specific job will be approached, including major tasks and sub-tasks to be accomplished. Include the members of the proposed contract team by name, the role to be played by each member of the team and how the team will be organized and managed. The County reserves the right to approve the team members. An organization chart should be provided to demonstrate team relationships.

15) TIME OF COMPLETION

Provide the guaranteed maximum calendar day duration in which your firm will provide the services described in this RFP. Include a schedule of completion for the project, by location, and by phase to include major tasks and sub-tasks to be accomplished.

16) EVALUATION CRITERIA:

The County of Georgetown will evaluate each proposal submitted at its discretion and recommend a firm to County Council. Proposers will be evaluated according to the following proposal-based criteria:

- a) Quality and Completeness of Proposal..... (25%)
Each proposer shall provide a clear and definitive response to the scope of services for each location and phase based upon the scope contained herein.
- b) Project Business Plan..... (25%)
Each proposer shall provide a brief description of the means and methods to be employed in the approach utilized to achieve the scope of services for each location and phase.
- c) Branch Location..... (5%)
The County recognizes there is value to utilizing a firm or firms who have local representation. While documents may be transmitted electronically over any distance, the ability to provide face time with less travel delay or at a greater frequency of occurrence has impact.
- d) Time of Completion..... (25%)
Each proposer shall provide a timeline to provide the services for each location and phase based upon the scope contained herein.
- e) Cost of Services..... (20%)
Pricing Proposals will be evaluated on the basis of the lowest overall price for all locations proposed. The proposal offering the lowest overall price will receive the maximum number of points allocated to price and the other proposals will receive pricing points based on the following formula:

$$\frac{\textit{(Proposal with the lowest overall price)}}{\textit{(Higher prices of each of the other proposals)}} \times \textit{maximum points available for price} = \textit{Points}$$

The evaluations will involve only the review of information provided to the County as a direct response to this RFP.

17) Selection and Ranking: Proposals shall be evaluated using, but not limited to, the criteria stated in the request for proposals and there must be adherence to any weightings that have been previously assigned. Once evaluation is complete, all responsive offerors shall be ranked from most advantageous to least advantageous.

18) Notice of Selection and Ranking. When it is determined by the committee that the ranking is final, written notification shall be sent to all firms interviewed

19) Negotiation:

The County may in its sole discretion and not subject to challenge through a protest, proceed in negotiation with the highest-ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiation may be conducted, in the sole discretion of the procuring department, with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the procuring agency in its sole discretion. During the negotiation process if the County is unsuccessful in its first round of negotiations, it may reopen negotiations with any offeror with whom it previously negotiated. In conducting negotiations, there must be no disclosure of any confidential information derived from proposals and negotiations submitted by competing offerors.

RFP #09-011A
Regional Park Engineering Development
Scope of Services

BASIC SERVICES

I – Pre-Design

- a) Provide assistance to County staff with establishing phased goals and objectives.
- b) Develop Program definition and scope outline incorporating all four regions and related recreation and leisure activities as prescribed by Georgetown County Parks and Recreation.
- c) Review all available data and commence collection and document control, including site visits as may be determined necessary.
- d) Provide recommendations based on review of data collected, site visits adjustments to goals and objectives and Program outline.
- e) Prepare preliminary Program Master Schedule. (design, permitting, construction - prioritized)
- f) Prepare preliminary Engineer's Opinion of Probable Costs for each site based on prioritized phasing.
- g) Conduct field surveys to determine project and contract limit lines at maximum build-out at each site. Establish horizontal and vertical controls to be used during construction activities.
- h) Prepare preliminary requirements and data for regulatory permit(s) application.

II – Conceptual Design

- a) Prepare conceptual plans of each of the four (4) regions with no less than three (3) alternatives and appropriate conclusions and recommendations.
- b) Assist County staff with development of the Project Delivery Strategy for each of the four (4) regions, or collectively.
- c) Prepare an update of the preliminary Program Master Schedule.
- d) Prepare an update of the preliminary Engineer's Opinion of Probable Costs for each site.
- e) Finalize wetlands delineation and investigate mitigation alternatives as may be appropriate and necessary.
- f) Identify Value Engineering and Life Cycle Cost Study areas as may be appropriate and necessary.
- g) Confirm and finalize conceptual plans for each site.

III – Design Development

- a) Prepare preliminary design for each site based on the confirmed and approved Conceptual plans.
- b) Review plans and specifications for technical accuracy and coordination.
- c) Conduct constructability review referring to phases and priorities included on the Program Master Schedule.
- d) Prepare Storm Water Pollution Prevention Plan (SWPPP)
- e) Finalize Project delivery Strategy.
- f) Conduct site visits and investigations as may be determined necessary.
- g) Update the Final Program Master Schedule.
- h) Update the Final Engineer's Opinion of Probable Costs for each site and compare with established budget.

- i) Finalize Value Engineering and Life Cycle Cost Study areas previously determined appropriate and necessary.
- j) Prepare and submit data required by involved regulatory agencies for their review and approval.

IV – Construction Contract Documents

- a) Finalize plans and specifications and review for technical accuracy and coordination.
- b) Finalize constructability review consistent with the Program Master Schedule and confirmed Project Delivery Strategy.
- c) Compare and report on the Final Engineer’s Opinion of Probable Costs with established budget for each site.
- d) Assist County staff with preparation of the Project Manual, specifically Div.1, General Requirements.
- e) Prepare construction activities schedule outline, pursuant to confirmed Project Delivery Strategy, and identify Key Milestone Dates to be included in the Bidding and Contract Documents, which will be prepared by County staff.

V – Procurement – For Site Procurement Only. (No components such as athletic fields, etc. will be included unless specifically requested by Georgetown County Recreation and Leisure Services

- a) Assist with preparation of the Invitation to Bid for construction activities.
- b) Participate in the Pre-Bid Conference.
- c) Assist with the issuance of addendum during bid solicitation process
- d) Monitor and report on regulatory agency(s) review and approval of permit applications.

ADDITIONAL SERVICES

VI - Construction Phase

- a) Assist with the Pre-Construction Conference.
- b) Assist with reviewing and evaluating the successful contractor’s construction schedule.
- c) Evaluate and prepare written responses to contractor requests for information (RFI) relative to the design professional’s contract drawings and technical specifications.
- d) Review, respond and approve contractor’s shop drawings and other submittals as may be required in the construction contract documents, namely the drawings and technical specifications.
- e) Prepare design change bulletins as may be necessary.
- f) Assist with administering the Change Management Process.
- g) Assist with evaluating the contractor’s Application and Certification for Payment.
- h) Assist with evaluating contractor claims, as may be requested.

VII - Project Close-Out Phase

- a) Assist with inspections at Substantial Completion and Final Acceptance.
- b) Assist with closing out construction contract(s) including warranties and guaranties.
- c) Assist with obtaining as-constructed and record – permit drawings.

VIII - General Services

- a) Conduct geo-technical investigations at each site and prepare report for County staff review.
- b) Conduct brief environmental assessment with major emphasis on wetlands delineation at each site.
- c) Survey and flag wetlands at each site. Prepare wetlands delineation map.
- d) Determine costs associated with wetlands mitigation including purchase of credits.
- e) Prepare document identifying potential sources for grant and other funding mechanisms and applicable eligibility requirements. This document should be a work in progress and updated on a regular basis.
- f) Provide assistance with the writing, identification and procurement of grant(s) and other funding mechanisms that may be available and identified in the immediately preceding task.
- g) Prepare a preliminary Operations and Maintenance Summary of Costs for each site based on the confirmed Program goals and consistent with the recommended conceptual plans. A final document will be prepared upon completion of the design development.
- h) Prepare traffic engineering analysis and warrant as may be required by SCDOT at each region.
- i) Assist with coordination and scheduling of Owner direct purchase: e.g. picnic shelters; playground equipment and other sports equipment to be determined.

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RFP #09-011A
Regional Park Engineering Development
Scope of Services

Proposed facilities, by location and phase, for each regional park site as originally included in the RFQ:

ANDREWS REGIONAL PARK				
	Phase 1	Cost	Phase 2	Cost
Acres to be Acquired	79.7	\$598,050	0	\$0
Proposed Facilities				
Recreation Center	1	\$5,000,000	0	\$0
Outdoor Swimming Pool	0	\$0	1	\$1,200,000
Baseball Field(s)	5	\$3,000,000	1	\$720,000
Tennis Court(s)	8	\$1,600,000	0	\$0
Multi-Purpose Field(s)	2	\$625,000	2	\$750,000
Upgrades to Existing Facilities	n/a	\$1,500,000	n/a	\$1,800,000
Totals		\$12,323,050		\$4,470,000

CHOPPEE REGIONAL PARK				
	Phase 1	Cost	Phase 2	Cost
Acres to be Acquired	133.8	\$1,0003,500	0	\$0
Proposed Facilities				
Recreation Center	1	\$5,000,000	0	\$0
Outdoor Swimming Pool	1	\$1,000,000	0	\$0
Outdoor Basketball Courts	3	\$225,000	0	\$0
Baseball Field(s)	2	\$1,200,000	2	\$1,440,000
Tennis Court(s)	4	\$800,000	0	\$0
Multi-Purpose Field(s)	2	\$1,250,000	0	\$0
Virtual Golf	1	\$100,000	0	\$0
Additional Land at Rocky Point	n/a	\$500,000	0	\$0
Upgrades to Existing Facilities	n/a	\$1,500,000	n/a	\$1,800,000
Totals		\$12,578,500		\$3,240,000

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GEORGETOWN REGIONAL PARK				
	Phase 1	Cost	Phase 2	Cost
Acres to be Acquired	133.6	\$4,006,500	0	\$0
Proposed Facilities				
Renovate Winyah Gym	n/a	\$3,000,000	0	\$0
Renovate Howard Gym	n/a	\$3,000,000	0	\$0
Outdoor Swimming Pool	1	\$1,000,000	0	\$0
Baseball Field(s)	9	\$5,400,000	0	\$0
Tennis Court(s)	6	\$1,200,000	4	\$960,000
Multi-Purpose Field(s)	2	\$625,000	2	\$625,000
Outdoor Skate Park	1	\$400,000	2	\$180,000
Outdoor Basketball Courts	2	\$150,000	2	\$180,000
RV Park	0	\$0	1	\$250,000
Upgrades to Existing Facilities	n/a	\$1,500,000	n/a	\$1,800,000
Totals		\$20,281,500		\$3,940,000

WACCAMAW NECK REGIONAL PARK				
	Phase 1	Cost	Phase 2	Cost
Acres to be Acquired	102.9	\$8,233,600	0	\$0
Proposed Facilities				
Recreation Center	1	\$5,000,000	0	\$0
Outdoor Swimming Pool	1	\$1,000,000	0	\$0
Baseball Field(s)	4	\$2,400,000	4	\$2,880,000
Tennis Court(s)	10	\$2,000,000	10	\$2,400,000
Multi-Purpose Field(s)	4	\$1,250,000	4	1,500,000
Outdoor Skate Park	1	\$250,000	0	\$0
Outdoor Basketball Courts	2	\$150,000	0	\$0
Rehab Murrells Inlet Rec Center	n/a	\$2,000,000	0	\$0
Purchase & Upfit Parker's Store	n/a	\$50,000	n/a	\$200,000
Upgrades to Existing Facilities	n/a	\$1,500,000	n/a	\$1,800,000
Totals		\$23,833,600		\$8,780,000

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Instructions for RFP #09-011A
Regional Park Engineering Development

1. Written sealed proposals to provide **Regional Park Engineering Development** shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

2. Five (5) photocopies and one (1) unbound, reproducible ORIGINAL of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

3. No proposer may submit more than one response.

4. Definitions:

- a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed bids 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 "Regional Park Engineering Development" 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 than those who cannot.

5. 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.

6. Faxed or E-mailed bids will not be accepted by Georgetown County.
7. 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.
8. 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.
9. 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.
10. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
11. 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.
12. 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.
13. 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.
14. Procurement Code Transactions: Non-Construction
ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at 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 County 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]
15. 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.

16. 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.

17. 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.

18. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Purchasing” and “Current Bids”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

19. TERMS OF AGREEMENT / RENEWAL

The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. 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. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

20. 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 CONSUMER 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.

21. 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.

22. Deadline For Questions

It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page -2- of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions only must be faxed or e-mailed to:

Kyle Prufer, Purchasing Officer
Fax: (843) 545-3500, or
e-mail: kprufer@georgetowncountysc.org

23. Insurance

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

[not included]

e. Professional Liability

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.

24. 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.

25. 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.

26. Method of Payment

Upon delivery and acceptance of the equipment and/or services the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
 Accounts Payable
 P.O. Box 421270
 Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

27. Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on AIA Document G702 and G703--1992 Edition, or such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

28. South Carolina Sales Tax

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

29. Assignment of Contract

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

30. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) 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 thirty (30) 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 thirty (30) 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.

31. 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

32. 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.

33. Applicable Laws

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

34. 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.

35. 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.

36. Notice of Award

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

37. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, 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.

38. 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 #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

39. Firm Pricing for County Acceptance

Fee schedules and costs must be firm for County acceptance for 90 days from bid opening date

40. Unit Prices and Extension (If Appropriate)

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.

41. 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.

42. 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.

43. 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 “Purchasing”, then “Bids Information” and double click the link under the individual bid listing. Prices will not be revealed on the Public Bid Opening Tabulation.

44. 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.

45. 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.

46. 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.

47. Response Clarification

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

48. Vendor Checklist

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

- Non-Collusion Oath
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- Proposal Detail
- Schedule/Timeline Detail
- Certificate of Insurance must be on file prior to any award.

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MANDATORY BID SUBMITTAL FORM
Bid #09-011A
Regional Park Engineering Development

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2009

_____)
Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)



MANDATORY BID SUBMITTAL FORM
Bid #09-011A
Regional Park Engineering Development

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. "Not to Exceed" Fee Proposal, per location and phase:

Andrews Regional Park	
Phase I Proposed Fee	\$
Phase II Proposed Fee	\$
Maximum Location Fee	\$

Choppee Regional Park	
Phase I Proposed Fee	\$
Phase II Proposed Fee	\$
Maximum Location Fee	\$

Georgetown Regional Park	
Phase I Proposed Fee	\$
Phase II Proposed Fee	\$
Maximum Location Fee	\$

Waccamaw Neck Regional Park	
Phase I Proposed Fee	\$
Phase II Proposed Fee	\$
Maximum Location Fee	\$

3. Bid cost must remain valid ninety (90) days from bid opening date.

4. **Project Proposal Attached:** **Yes** **No**

5. **Schedule/Timeline Attached:** **Yes** **No**

6. Contact Address: _____

7. Contact Person _____

8. Telephone Number _____ Fax Number _____

9. E-Mail address _____

10. Remittance Address: _____

11. Remittance/Billing Contact _____

12. Telephone Number _____ Fax Number _____

13. E-Mail address _____

14. FEIN or Social Security Number: _____

15. Does your individual or company structure require the filing of a Form 1099 to the IRS on the part of Georgetown County, SC? Yes No

16. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.

17. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Pricing for additional terms shall be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes No

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

18. 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

19. 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.

20. 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. 09-011A were received.

21. MINORITY PARTICIPATION

(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.)

22. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at 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]

23.

<p><u>INFORMATION ONLY:</u></p> <p><input type="checkbox"/> Our company accepts government procurement cards.</p> <p><input type="checkbox"/> Our company does not accept government procurement cards.</p>

24. Printed Name of person binding bid _____

25. Signature (X) _____

26. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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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.