



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>

INVITATION FOR BIDS

BID NUMBER: 09-028

ISSUE DATE: Friday, May 01, 2009

OPENING DATE: Wednesday, May 27, 2009 OPENING TIME: 3:30 PM (Eastern Time)

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

Pre-Bid Conference: MANDATORY, Wednesday, May 13, 2009 at 10:00AM, Council Chambers/217

PROCUREMENT FOR: Grass Cutting for Southern Parks Section

Commodity Code(s): 98836, 98852

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: Invitation for Bid #09-028

Item	Date	Time	Location
Date of Issue:	Friday, May 01, 2009	n/a	n/a
Pre-Bid Conference:	Wednesday, May 13, 2009	10:00AM ET	Room 217
Inquiry Cut-Off Time:	Wednesday, May 20, 2009	3:00PM ET	Room 202/204
Bid Delivery Cut-Off Time:	Wednesday, May 27, 2009	3:30PM ET	Room 202/204
Bid Opening:	Wednesday, May 27, 2009	3:30PM ET	Room 201

Bid #09-028 **Grass Cutting for Southern Parks Section**

Background

Georgetown County Department of Recreation and Community Services, Parks Maintenance Division (GCDRCS) is soliciting bids for a one-year base contract with up to four (4) optional renewal periods, for grass-cutting and general landscape maintenance of various properties, including specified building sites, on a weekly or bi-weekly or bi-monthly basis (weather-permitting).

Proposal

Due to the amount of acreage to be cut, and the areas to receive general landscape maintenance and trash pick-up, prospective bidders must include all weekly or bi-weekly or bi-monthly services for all sites and buildings within the parks section being bid.

Specifications and Requirements

Georgetown County, South Carolina is soliciting sealed bids from qualified contractors to provide grass-cutting and landscape maintenance for Department of Recreation and Community Services, Parks Maintenance Division (GCDRCS) for the parks areas listed below. **The grass-cutting season in the County is estimated to be over seven (7) consecutive months.** The contract will consist of a one-year base period with up to four (4) optional one-year renewal periods, not to exceed a maximum total of five (5) years. Optional renewal is contingent upon satisfactory completion of the one-year base period. All respondents are advised that this work will be for county projects/task orders within Georgetown County, South Carolina.

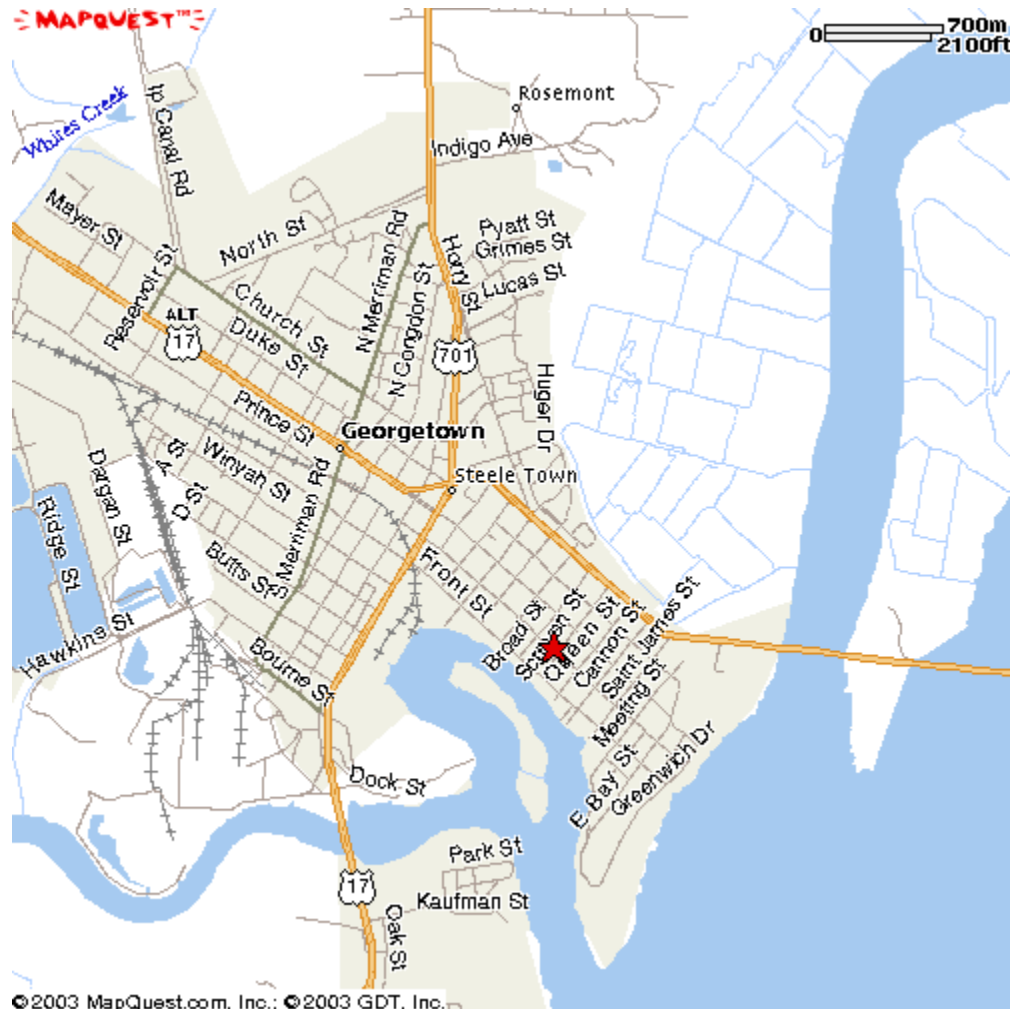
Contract award is scheduled for July 2009. Any renewal shall be approved only after satisfactory analysis is completed by GCDRCS at the end of each twelve (12) month period of the work performed by the contractor.

Total approximate acreage to be cut for the Northern Parks Section area follows is 154.13 Acres. GCDRCS reserves the right to adjust the number of acres to be cut, in each area as deemed necessary while remaining within the total acreage specified at no additional cost.

1. The growing season is from mid-March to mid November. During that time frame, properties shall be cut either on a weekly or bi-weekly basis or bi-monthly basis, as specified. If there is an above normal rainfall at any time during this period, or a special event is scheduled, additional mowing may be required as directed by the Department of Recreation and Community Services.

2. Landscape maintenance such as trimming (using “weed-eating” equipment), edging, removal of any build-up of cut grass (i.e. haying), blowing cut grass off sidewalk, walkways, paved areas and litter pick-up shall be performed as necessary. Cost for these services shall be part of the per cut cost for each site.
3. All prospective vendors must submit an equipment list, and a list of the number of employees assigned to this contract.
4. The prospective vendor must submit proof of Workers Compensation and a Certificate of Liability Insurance with minimum coverage as specified naming Georgetown County, SC as a Certificate Holder as a condition of award.

5. **There will be a MANDATORY PRE-BID MEETING for all prospective bidders to be held at 10:00AM (Eastern Time) on Wednesday, May 13, 2009 at the County Council Chambers, Room 217, of the Georgetown County Historic Courthouse, 129 Screven Street, Georgetown. ONLY BIDDERS WHO ARE PRESENT AT THE PRE-BID CONFERENCE WILL BE ALLOWED TO SUBMIT A BID. There will be no late attendance allowed.**



6. **Evaluation**

To determine the successful bidder, the following factors, in addition to cost, shall be considered but will not be limited to:

- a. Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor,
30-Points
- b. Ability to complete the work within the assigned time frames,
15-Points

- c. Review of past record of performance on projects of similar scope,
25-Points
 - d. Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory,
30-Points
7. Georgetown County grants local vendors a 2% price preference by ordinance.
8. The contract will be in force from July 01, 2009 to June 30, 2010.
9. **SITE INSPECTION:**
- a) Each bidder is responsible to become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site. Further, 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.
 - b) 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.
 - c) 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.
10. Fuel Cost Factor
For price adjustment purposes, indicate a decimal or percentage factor for calculating the fuel cost portion of the price per segment of the parks section that you are bidding to maintain. The Fuel Cost Factor will remain constant throughout the contract term.
11. Cost of Fuel Price Adjustment
- a) Segment unit prices shall remain firm through June 30, 2010. To accommodate changes in fuel costs, prices shall be adjusted in the months of July, October and December of 2010, and April of 2011 based on the most current Charleston, SC Average Diesel Rack Price available on the first day of the months of April, July, October and December as reported by Oil Price Information Service (OPIS). The contractor is expected to manage costs associated with labor, overhead and general sales and administration for the life of the original agreement. No price change related to cost issues other than fuel cost will be considered as a basis for price adjustment.

- b) A fixed margin to be used in price adjustment calculations shall be calculated by subtracting the fuel cost (determined from the fuel cost factor) from the original bid unit price:

$$\text{Fuel Cost} = \text{Bid Unit Price} \times \text{Fuel Cost Factor}$$

$$\text{Fixed Margin} = \text{Bid Unit Price} - \text{Fuel Cost}$$

For price adjustments, this fixed margin shall be utilized to calculate subsequent fuel costs relative to the contract unit price in effect at the time, regardless of the contractor's actual fuel cost:

$$\text{Fuel Cost} = \text{Contract Unit Price} - \text{Fixed Margin}$$

- c) The benchmark fuel price index for the purpose of calculating price adjustments for the agreements resulting from this bid shall be the Charleston Average Diesel Rack Price as reported by Oil Price Information Service (OPIS). The base value to be used for calculating the initial price adjustment shall be the index published on the week of June 29, 2009. Adjustments shall be calculated according to the percentage change, up or down, as reflected in this index. Only the fuel cost component of the contract unit price shall be adjusted. The adjusted fuel cost shall be calculated by one of the following formulas:

Adjusted up in accordance with the percent increase in the index value:

$$\text{Adjusted Fuel Cost} = \text{Fuel Cost} + (\text{Index Value \% Increase} \times \text{Fuel Cost})$$

OR

Adjusted down in accordance with the percent decrease in the index value:

$$\text{Adjusted Fuel Cost} = \text{Fuel Cost} - (\text{Index Value \% Decrease} \times \text{Fuel Cost})$$

12. The new unit price is the sum of the fixed margin and the adjusted fuel cost:

$$\text{New Unit Price} = \text{Fixed Margin} + \text{Adjusted Fuel Cost}$$

- a) All calculated price adjustments shall be effective on the first calendar day of the "price adjustment" month.
- b) All price adjustment calculations of less than 1 % shall not be implemented. Subsequent price changes shall be calculated by comparing the current index value to the index value last used to calculate an allowable price change, which may result in cumulative increases or decreases of more than 1 %.
- c) The calculation method described herein shall not change for the life of the agreement.
- d) All communications regarding price adjustments shall be directed to:

Georgetown County Purchasing Office

Attn: Kyle Prufer

129 Screven Street, Room 202/204

Georgetown County, SC 29440

Fax: 843-545-3500 or E-mail: purch@georgetowncountysc.org

13. Fuel Cost Factor

For price adjustment purposes, indicate a decimal or percentage factor for calculating the fuel cost portion of the price per segment of the parks section that you are bidding to maintain. Place the percentage on line two (2) of the bid submittal form on page eighteen (18 of 20).

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Instructions for Bidders
Bid #09-028
Grass Cutting for Southern Parks Section

1. Written sealed public bids for a Term Contract to provide **Grass Cutting for Northern Parks Section** 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. Three (3) copies (One Original and Two Photocopies) of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER
3. 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.
4. Faxed or E-mailed bids will not be accepted by Georgetown County.
5. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office soon as possible.
6. 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.
7. 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.
8. 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.
9. 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 race, color, religion, sex, national origin or physical handicap.
10. Georgetown County has a 2% local vendor preference by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

11. 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.

12. 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.

13. **TERMS OF CONTRACT / 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, at its sole option, to allow renewal of the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period. Price for subsequent terms shall be governed by the Consumer Price Index as published by the United States Federal Government. Pricing shall be firm for each contract period.

14. Bid must be completed on the attached Vendor Bid Submittal form to be considered.

15. 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

e-mail: kprufer@georgetowncountysc.org

16. 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

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

e. 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.

18. 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.

19. 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.

20. Method of Payment

Billing for grass-cutting rendered shall be submitted monthly to GCDRCS Administration at 310 Greenwich Drive, Georgetown, SC on the **third Monday of every month** for payment by the first week of the next billing month. Any invoices received after the third Monday of the month will be schedule for payment by the second week of the next billing month. See §4 and §5 on page 15 of 20 in the Mandatory Vendor Agreement Form. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

21. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays 5% SC sales tax on all applicable purchases.

22. Assignment of Contract

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

23. 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. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

24. 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.

25. Applicable Laws

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

26. 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.

27. 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.

28. 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.

29. Notice of Award

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

30. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2000-39, 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.

31. Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County from bidding. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

32. 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.

33. 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.

34. 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.

35. Mobilization After Notice to Proceed

Bid must show the number of days required to mobilize after receiving a Notice to Proceed 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.

36. Permits

It shall be the responsibility of the contractor to comply with County Ordinances by securing the necessary permits. Contractors working with Georgetown County must secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License.

37. 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.

38. 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 bid listing.

39. 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.

40. 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..

41. Response Clarification

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

42. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Vendor Agreement Form
- Equipment List
- Resident Certification for Local Preference
- Exceptions Page

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NON-SUBMITTAL RESPONSE

Date _____

Kyle Prufer, Purchasing Officer
County of Georgetown
Post Office Box 421270
Georgetown, SC 29442-1270

Dear Mr. Prufer:

We, the undersigned, have declined to submit a proposal on **Bid # 09-028, Grass Cutting for Southern Parks Section** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Bidders

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone:____ Fax Number: _____

E-Mail: _____

Unable to meet bid/proposal specifications because: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE
MANDATORY VENDOR SUBMITTAL FORM**

Pursuant to Georgetown County, SC Ordinance #2008-09 as adopted, §2-50 Local Preference, the Georgetown County Purchasing Officer requests Residence Certification. Ordinance #2008-09, §2-50 Local Preference, provides some restrictions on the awarding of governmental contracts; pertinent provisions of #2008-09, §2-50 are stated below:

Sec. 2-50. Local Preference.

1. During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by two percent (2%), not to exceed a maximum consideration of \$10,000.00 total. If after the application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The award price will reflect their original amount before the Local Vendor Preference was applied.
2. A vendor shall be deemed to be a resident of this County 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.
3. In the event the procurement is to be made pursuant to State or Federal guidelines that shall prohibit or restrict local preference on services provided by prime contracts or subcontractors in the construction industry, then in such circumstances there shall be no local preference.
(Ord. No. 95-22, 7-25-95)

I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

(X) _____
Signature of Company Officer



VENDOR AGREEMENT
Mandatory Submittal Form
Grass Cutting for Southern Parks Section
Bid #09-028

Each vendor submitting a bid proposal to Georgetown County shall agree to the conditions listed below. If a vendor cannot agree to these terms, or in any way violates the conditions, the response will be judged Non-Responsive and not considered for award. If the conditions are violated during the evaluation process for proposals prior to the execution of a contract by Georgetown County, the proposal of the vendor violating the conditions will become null and void and the vendor's submittal withdrawn from consideration for the award.

The Mandatory Conditions are:

1. All bid materials become the sole property of Georgetown County. Vendors will relinquish claim for return of submitted material.
2. Bids will be evaluated as submitted. The packet of material furnished by potential vendors will be considered complete as submitted. If the County has questions on a submitted vendor document, the County will initiate appropriate action within County Purchasing Procedures to clarify minor points only
3. It is the vendor's sole responsibility to understand the County's requirement and present a submittal that in the County's opinion meets the stated need.
4. Billing for grass-cutting rendered shall be submitted monthly to GCDRCS Administration at 310 Greenwich Drive, Georgetown, SC on the **third Monday of every month** for payment by the first week of the next billing month. Any invoices receipted after the third Monday of the month will be schedule for payment by the second week of the next billing month.
5. Work accomplished tickets for each section will be provided to vendor/vendors and it is mandatory that tickets be filled out and deposited in a designated box located at each specific grass cutting site when grass cutting at the site has been accomplished. **Ticket shall be completed by vendor and indicate vendors name the date grass was cut. Tickets must be delivered to the GCDCCS Administration Office at 310 Greenwich Drive, Georgetown, at the same time as the monthly billing and will be used to validate the billing invoices.**
6. Contractor will have and provide to GCDRCS, **a cellular telephone number with voice mail capability** so that he/she can be contacted. Contractor will respond to a message or a telephone request made by a designated Parks Maintenance representative within a forty eight (48) hour time period, if not, a failure to perform penalty of (\$50.00) dollars can be assessed by the County on any future payment request.
7. 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.

8. A signature below is required as a qualification of the response as meeting the purchasing needs of the County. Without the signature, the offer is null and void.
9. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or part of this bid, to negotiate with all qualified offerors, or to cancel in part or in its entirety this bid if it is in the best interest of the County.
10. Definitions:
 - a. Weekly: once per week, on a regular basis
 - b. Bi-Weekly: every other week , on a regular basis
 - c. Monthly: once per month, on a regular basis
 - d. Twice-Weekly: two times per week, on a regular basis.

Company Name _____

Printed Name of person binding bid _____

Signature (X): _____

Date _____

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MANDATORY SUBMITTAL FORM
Grass Cutting for Southern Parks Section
BID # 09-028

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 understands 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 _____

SOUTHERN SECTION REQUIREMENTS

<u>Site/Location:</u>	<u>Grass-cutting Frequency:</u>	<u>Single cut/Area \$</u>
East Bay Park, Alford Ctr. & Concession... East Bay Street, Georgetown	20 Acres/ Twice-Weekly	\$ _____
Winyah Bay Fishing Pier..... Highway 17, Georgetown	1 Acre/Bi-weekly	_____
Kensington Park..... Jessamine Street, Kensington	10 Acres/Bi-Weekly	_____
South Island Park..... South Island Road, Georgetown	15 Acres/ Twice-Weekly	_____
North Santee Park & Community Center.... Highway 31, Santee	9 Acres/Bi-weekly	_____
Maryville Park..... Behind Maryville School, Georgetown	1 Acre/Bi-Weekly	_____
Andrews Park, Concession & Press Boxes... Road 488, Andrews	14 Acres/ Twice-Weekly	_____
Front Street Tennis Court..... Front Street, Georgetown	1/2 Acre/Bi-weekly	_____
Lambertown Park & Community Center..... Dawkins Road	8 Acres/Bi-weekly	_____
Little Italy Park..... Road 20, Andrews	1 Acre/Bi-weekly	_____
Potato Bed Ferry Park..... Big Dam Road, off Highway 41, North Andrews	2 Acres/Bi-weekly	_____

Oceda Park5.38 Acres/Bi-weekly Route 17A at Route 41	_____
Sampit Park7 Acres/Weekly Highway 24, Powell Road	_____
Pole Yard Landing1 Acre/Bi-weekly Highway 17, Santee	_____
Harris Landing1 Acre/Bi-weekly Harris Landing Road, Santee	_____
South Island Ferry1/2 Acre/Bi-weekly South Island Road	_____
Old Pumping Station Landing1/4 Acre/Bi-weekly Indian Hut Road	_____
Pea House Landing1/2 Acre/Bi-weekly Big Dam Road, off Highway 41, North Andrews	_____
Pine Tree Landing1/4 Acre/Bi-weekly Big Dam Road, off Highway 41, North Andrews	_____
Andrews Park38 Acres/Monthly Ten Acre Road, Andrews	_____
Carroll Campbell Marine Complex/ Boat Landing1 Acre/Weekly 1400 Harrelson Street, off Highway 17 South, Georgetown,	_____
Hobcaw Point Fishing Pier1/4 Acre/Bi-Weekly US-17 (Church Street) Between Siau Bridges	_____
<u>SOUTHERN BUILDINGS</u>	
Winyah Recreation Center1/2 Acre/Weekly Dozier Street, Georgetown	_____
Howard Recreation Center1 Acre/Weekly Hawkins Street, Georgetown	_____
Andrews Recreation Complex 16 Acres/Weekly Farr Avenue, Andrews	_____
<u>TOTAL SOUTHERN SECTION(One Cut Cost):</u>	\$ _____

2. Fuel Cost Factor as a portion of the price per segment = _____%
3. Bid cost must remain valid sixty (60) days from bid opening date.
4. Number of days for mobilization after Notice to Proceed: _____
5. Contact Address: _____

6. Contact Person _____
7. Telephone Number _____ Fax Number _____
8. E-Mail address _____
9. Remittance Address: _____

10. Accounting Contact _____
11. Telephone Number _____ Fax Number _____
12. E-Mail address _____
13. FEIN or Social Security Number: _____
14. Does your individual or company structure require the filing of a W-9 form to the IRS on the part of Georgetown County, SC? **Yes** **No**
15. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other entities in Georgetown County who participate in cooperative purchasing with Georgetown County, South Carolina?

 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 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. Printed Name of person binding bid _____

19. Signature _____

20. Date _____

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EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.