

COUNTY OF OCONEE

Procurement Office

415 South Pine Street, Walhalla, SC 29691

Phone 864-638-4141 Fax 864-638-4142

Robyn M. Courtright, CPPO, Procurement Director

Tronda C. Spearman, CPPB, Asst. Procurement Director

INVITATION FOR COMPETITIVE SEALED BIDS

BID NUMBER: #17-06 DATE: February 13, 2018

OPENING DATE AND TIME: **March 7, 2018 by 2:00pm EST**

OPENING LOCATION: Oconee County Administrative Building,
Procurement Office, Room 100
415 S. Pine Street, Walhalla, SC 29691

MAILING ADDRESS: Oconee County Procurement Office
415 S Pine Street, Room 100
Walhalla, SC 29691

PROCUREMENT FOR: **MULTI-COURT IMPROVEMENTS –
SOUTH COVE COUNTY PARK**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.

BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

CONSTRUCTION CONTRACTS MUST ALSO INDICATE CONTRACTOR'S LICENSE NUMBER ON THE ENVELOPE.

DIRECT ALL INQUIRES TO: Robyn M. Courtright, Procurement Director or
Phone: (864) 638-4141
Fax: (864) 638-4142
Email: rcourtright@oconeesc.com

NOTICE TO BIDDERS: There will be a **NON-MANDATORY Pre-bid Meeting on February 27, 2018 at 2:00pm at the office at South Cove Park, 1099 South Cove Road, Seneca, SC, 29672 (864-882-5250).** Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is highly recommended that you attend this meeting. Any changes that may be agreed upon as a result of this meeting will be noted in an addendum to the bid invitation and posted on our website, www.oconeesc.com. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of the County. Oconee County shall not be legally bound by any amendment or interpretation that is not in writing. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract

Questions should be submitted via email to the contact person for this bid. Deadline for questions is February 28, 2018, by 5:00pm. If you do not have access to email, questions may be faxed using the form on page 22.

If downloading this solicitation from our website; it is the responsibility of the bidder to call our office at (864) 638-4141 to be registered as a potential bidder to receive any subsequent addenda.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Oconee County's Vendor Registration, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Phone # Fax #

BOND REQUIREMENTS

- A. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

OTHER ACCEPTABLE METHODS:

1. **CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Oconee County Treasurer's Office, in the amount of 5% of the total Bid amount.

A check will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.
2. **IRREVOCABLE LETTER OF CREDIT:** Oconee County will accept an Irrevocable Letter of Credit in lieu of a Bid Bond. Letter shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 5% of the total Bid amount.

- B. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Oconee County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

Option 1: Performance Bond: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating satisfactory to Oconee County. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

Option 2: A Certified Check: Equal to 100% of the contract amount to be retained by Oconee County until satisfactory completion of the contract.

Option 3: Irrevocable Letter Of Credit: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

**FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR BID.
OWNER - COUNTY OF OCONEE**

INSTRUCTIONS AND CONDITIONS

1. GENERAL:
 - a. Only one copy of your bid is required, unless otherwise stated.
 - b. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
 - c. When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
 - d. Submit your **signed** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. Oconee County assumes no responsibility for unmarked or improperly marked envelopes.
 - e. All Competitive Sealed Bids must be enclosed in a **SEALED** envelope before submitting to Procurement Office.
 - f. 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 the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. 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.
 - g. By submission of a bid, the bidder is guaranteeing that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated it is understood and agreed that all items shall be new and in first class condition.
 - h. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after specified time for opening.
2. COST OF BIDS: Under no circumstances will the County be liable for any costs associated with any response to solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.
3. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
4. DELIVERY: Oconee County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, provided that such day is not a legal holiday. The purchase order number must be indicated on all delivery tickets. Other specific delivery instructions may be noted in the bid specifications.
5. SHIPPING: All deliveries shall be shipped F.O.B. point of Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
6. PAYMENT TERMS: Following are the payment terms, unless otherwise stated in the Minimum Specifications:
 - A. Construction Contracts - Payment application for construction contracts are to be submitted on an

AIA Application for Payment form. Application for payment shall reflect work completed through the last calendar day of the month. Retainage for construction contracts will be as follows: 10% of completed, 10% of materials stored on site. Partial payments will be made as follows: Provided an application for payment is received by the Architect, or project manager, no later than the 5th day of the month, the County shall make payment to the Contractor not later than the 25th day of the same month. If an application for payment is received by the Architect after the 5th day of the month, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the application for payment. If an application for payment is returned to the Contractor by the Architect due to errors or omissions, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the corrected application for payment.

- B. Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director.
 - C. Electronic Payments - Oconee County may choose to utilize checks, Procurement Cards (credit card issued by Visa), E-payables or other types of electronic payment methods approved by the Oconee County Administrative Services department. The successful bidder agrees to accept electronic payment by Oconee County at no extra charge, should the County decide to use this method of payment.
7. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of bid. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
 8. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
 9. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
 10. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this bid invitation. All bid prices shall remain effective for a minimum of 60 days, unless otherwise stated.

11. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any bidder regarding the Bid Documents or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. The Addendum will be posted on the Procurement web site at www.oconeesc.com/procurement. The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.
12. **BID OPENING:** The Procurement Director or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:
- A. **Sealed Bids:** Bidders name, brand name, model number, unit price, and lot price or lump sum, as may be applicable.
 - B. **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
 - C. **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.
- Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.
- Disclosure of Bid Information: Only the information disclosed by the County Procurement Director or his/her designee at bid opening is considered to be public information under the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code of Laws, 1976, as amended, until after the award is made.
13. **TIE BIDS:** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:
- A. If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
 - B. If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
 - C. Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.
14. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
15. **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD:** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.

16. **REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES:** The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.
17. **AWARD:** A Notice of Award will be publicly posted in the County Administrative Building lobby, and will also be posted on the Oconee County web site at www.oconeesc.com/procurement. The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any bid as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the bid solicitation, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated. Best value bids will be evaluated and awarded based on the criteria set forth in the bid document. Based on the total award amount the final decision for award may rest with the Oconee County Council.
18. **PROTEST PROCEDURE:**
- A. **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this Article. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective bidder, offeror, or contractor knows or should have known of the facts giving rise thereto.
 - B. **Authority to Resolve Protests.** The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.
 - C. **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
 - D. **Notice of Decision on Protests.** A copy of the decision under Subsection 2-443(d) of this Section shall be mailed or otherwise furnished to the protestant.
 - E. **Finality of Decision on Protests.** A decision under Subsection 2-443(c) of this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with this Section.
19. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.
20. **CONTRACT:** This bid and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
21. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.

22. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
23. **ARBITRATION:** Under no circumstances and with no exception will Oconee County act as arbitrator between the Contractor and any subcontractor.
24. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
25. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to the gross negligence or willful misconduct of the County or if the liability arises solely from the failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
26. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this 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 County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.
27. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
28. **PROHIBITION OF GRATUITIES:** The following applies to all procurements issued by Oconee County: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
29. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **6% SC SALES TAX:** Oconee County is subject to South Carolina Sales Tax on all purchases of goods and

services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in bid price unless otherwise noted. By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

31. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
32. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this bid, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. This is required of all contractors and subcontractors as of January 1, 2010.
33. **LOCAL PREFERENCE:** The lowest local responsible and responsive bidder who is within two percent (2%) of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure as set forth in this Article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County’s unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the County’s own best interest.
34. **INSURANCE:** The successful contractor 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 contractor, 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 contractor for the duration of the contract period; for occurrence policies.
 - A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit
 - B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits:
\$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, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, 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 contractor'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 contractor 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 contractor 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 contractor 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 who are lawfully authorized to do business in the state of SC, and who maintain 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 the County's Risk Manager.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

1. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the contractor. It shall be the responsibility of the contractor to obtain all licenses and permits and to pay all fees associated with work performed within the jurisdictions of any city, where applicable. If work is performed in unincorporated areas of the County, a County building permit is required; however, the County will waive any fees.
2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **WATCHMEN:** It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.
5. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
6. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
7. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction, must be removed from the premises on a daily basis.
8. **TIME LIMIT:** It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
9. **FINAL INSPECTION:** At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
10. **GUARANTEE:** Upon completion of the work and before final payment is made, the contractor shall furnish the Owner a guarantee stating that the contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) year from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
11. **DATE OF COMMENCEMENT AND COMPLETION:** It is the intent of the County to issue a statement of award to the successful contractor on or about March 21, 2018. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days. Upon receipt of signed documents, a Notice to Proceed will be issued. The contractor shall achieve completion of the entire work not later than June 30, 2018, calendar days after the Notice to Proceeds date, subject to adjustments of the contract time as provided for in subsequent approved change orders.

12. **CONTRACT PERIOD:** Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with his claim National Oceanic and Atmospheric Administration National Weather Service records of climatic conditions during the same time interval for the previous five year for the locality of the work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays do not entitle the Contractor to recovery of "extended overhead" associated with that claim. Should the Contractor feel he is eligible for a contract extension due to abnormal weather conditions, the request, along with documentation, shall be submitted with the Contractor's monthly Application for Payment.

MINIMUM SPECIFICATIONS

INTRODUCTION

Scope of Work: This work includes, but is not necessarily limited to the construction of a new multi-court recreation facility consisting of tennis courts and pickleball courts. Construction will include installation of erosion control measures, removal and disposal of existing pavement and base materials, grading, installation of the court surface, nets, fencing and court surface paint markings.

Location: The proposed project is located at South Cove County Park, 1099 South Cove Road, Seneca, SC, 29672. The park is located on Lake Keowee.

Engineer: The firm Hulsey McCormick & Wallace, Inc., of 106 Clair Drive, Piedmont, SC, was hired by the County to provide plans and specifications. Engineer representative is Hal Morris, PE.

Any and all questions shall be submitted to Oconee County and will be answered in an addendum.

Plans: Contactor(s) shall review drawings provided by Hulsey McCormick & Wallace. Plans may be downloaded from: <http://www.oconeesc.com/Departments/KZ/Procurement.aspx> . This total bid package consists of three documents (all PDF format) that are available on the Procurement web page listed above:

- 1) **ITB 17-06 Multi-Court Improvements for S. Cove Park (this document)**
- 2) **ITB 17-06 Plans/Drawings – one PDF that contains a total of 5 pages**
- 3) **ITB 17-06 Technical Specifications – one PDF that contains a total of 96 pages**

Contract: The successful Contractor(s) must be willing to sign a construction contract upon award(s). The sample contract is Attachment # 1 of this bid document

PREPARATION OF BID

- Bidder shall submit **one** copy of bid on Bid Forms furnished. Place Bid Forms and Bid Security within an envelope addressed:

Ms. Robyn Courtright, Procurement Director
Oconee County Procurement Office, Room 100
415 S. Pine Street, Walhalla, S.C. 29691

Place on outside of envelope:

“Multi-Court Improvements – South Cove County Park, Bid Number 17-06 “

- Bidder shall submit **three (3)** references for comparable projects on the reference sheet provided. The reference information shall include Name of Owner of the Project, Brief Description of the project, including the location, Completed Dollar Amount, Date Completed, Contact Person’s Name, Phone, Fax and Email. The Procurement Office will check references provided.
- Bidder shall list all proposed subcontractors on the separate sheet provided. Subcontractors must be licensed by the State of South Carolina for their respective discipline. Once accepted by the County, Contractor(s) must request in writing and have approved by the County, any changes to the subcontractors. The County reserves the right to request a list of equipment owned by any bidder to help determine their ability to complete the contract.

INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC.

- The Contractor(s), in execution of the work, shall conform to all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the work, including in part, all construction codes and safety codes which may apply to performance of work; protection of adjoining and adjacent property; maintenance of passageways, guard fences or other protective facilities; shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- The Contractor(s) shall arrange for all inspections required by Federal, State, Municipal or other authorities having lawful jurisdiction and pay all fees and cost incurred.
- The successful Contractor(s) shall be required to submit proof of insurance as shown in Instructions and Conditions, Number 34. In addition, the successful bidder will be fully responsible for any damages, done by their company or their subcontractors and suppliers to public utilities and/or personal property as a result of the execution of this Contract. The successful Contractor(s) will be required to indemnify and hold the County harmless for any damage, done by their company and/or their subcontractors, to public utilities and/or personal property as a result of the execution of this contract.

BIDDER'S RESPONSIBILITIES

- Before submitting their bid, the Bidder shall carefully examine the boundaries of the proposed work and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.
- The quantities and measurements given on the Bid Forms in this specification are **estimates only**. It shall be the sole responsibility of the Bidder to verify all quantities and measurements necessary to perform the work as specified herein.

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691
Phone: (864) 638-4141 / Fax: (864) 638-4142

BID FORM (Page 1 of 3)

BID NUMBER: 17-06 **DATE:** February 13, 2018

OPENING DATE AND TIME: MARCH 7, 2018 BY 2:00PM EST

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 100
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: MULTI-COURT IMPROVEMENTS –
 SOUTH COVE COUNTY PARK

DELIVER TO: South Cove County Park
 1099 South Cove Road
 Seneca, SC 29672

A. Base Bid Schedule – Multi-Court Improvements:

Pay Item Number	Description ¹	Estimated Quantity ²	Units	Unit Cost ³	Extended Cost
1.0	Removal and Disposal of Existing Asphalt/Concrete Pavement and Base	2,720	SY	Lump Sum	
2.0	Silt Fence	270	LF	Lump Sum	
3.0	Embankment (Compacted Soil)	75	CY	Lump Sum	
4.0	Asphalt Pavement (Compacted Stone Base/Binder/Surface Course)	2,765	SY	Lump Sum	
5.0	10' Chainlink Fence with windscreen	673	LF	Lump Sum	
6.0	3' Gates	5	EA	Lump Sum	
7.0	Double 12' Gate	1	EA	Lump Sum	
8.0	Colored Court Surface Coating	2,765	SY	Lump Sum	
9.0	Pavement Markings	1	LS	Lump Sum	
10.0	Tennis & Pickleball Accessories (Net Posts, Nets, Practice Board)	1	LS	Lump Sum	
11.0	Grassing/Mulch	0.1	AC	Lump Sum	
12.0	Bonds, Mobilization, & Insurance:	1	LS	Lump Sum	

BID FORM (Page 2 of 3)

The TOTAL BASE BID PRICE for the pay items listed above is as follows:

(In Words) _____ Dollars and
 _____ Cents.

(In Numbers) (\$ _____ . _____)

Notes:

1. Bidder agrees to perform all the work described in the Specifications and shown on the Contract Drawings for the lump sum and unit prices listed in the Bid Schedule(s).

2. Some of the line items in the Bid Form may include approximate quantities as estimated by the Engineer. The Contractor shall not rely on the quantities given, but shall instead estimate all quantities independently as required to complete the bid. The Bid Form outlines each item and the corresponding lump sum or unit price listed by the Contractor. The price associated with each lump sum item shall be the full compensation paid for the work described, regardless of the Engineer's or Contractor's estimated quantity. For Lump Sum items, no claim shall be made by the Contractor for deviations between the Contractor's estimated and the actual quantity required to complete the work described, wherein no measurement will be made.

3. In the Base Bid, all items are paid on a lump sum basis, wherein no measurement will be made, with the basis of the Bid as described in Note 2 (above).

B. Alternate Bid Items:

The Bidder agrees that the Owner has the full unconditional right to select any combination of additions or deductions and adjust the total Contract price accordingly. Variations from estimated quantities shall be in accordance with the General Conditions. For additions or deductions as described by the Engineer, the following prices shall apply:

Misc. Item	Description	Units	Deduct Price
D1	DEDUCT - County to remove asphalt and concrete from existing courts. All subgrade will remain as Contractor's responsibility.	LS	
D2	DEDUCT – Deduct 8' Windscreen from item No. 5 on Bid Form	LS	

BID FORM (Page 3 of 3)

FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ Title: _____

Print Signature: _____ Date: _____

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone and fax number and e-mail address of a similar job completed.

1. Name of Owner of Project: _____

Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact E-mail: _____

2. Name of Owner of Project: _____

Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact E-mail: _____

3. Name of Owner of Project: _____

Brief description including Location: _____

Completed Dollar Amount: \$ _____ Date Completed: _____

Contact Person's Name: _____

Contact Phone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact E-mail: _____

SUBCONTRACTOR FORM

Name & Address	Description of work to be performed	Dollar Value of Subcontractor's Work
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$

BID NUMBER: 17-06

DATE: February 13, 2018

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

_____ Company Name (as registered with the IRS)	_____ Authorized Signature
_____ Correspondence Address	_____ Printed Name
_____ City, State, Zip	_____ Title
_____ Date	_____ Phone # Fax #
_____ E-mail Address	_____ Mobile Phone #

S. C. CONTRACTOR'S LICENSE # _____

_____ Remittance Address	
_____ City, State, Zip	
_____ Phone #	_____ Toll-Free Phone #, if available
_____ Federal Tax ID Number	_____ SC Sales and Use Tax Number

Rev 03/19/97



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 7/28/06)
 3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
 Name: _____
 Address: _____

_____ Receiving Rentals or Royalties From:
 Name: _____
 Address: _____

_____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
 Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

 (Name - Please Print)

33231010

BIDDER'S QUESTION SUBMITTAL FORM

**FOR QUESTIONS RELATED TO BID #17-06,
MULTI-COURT IMPROVEMENTS – SOUTH COVE COUNTY PARK**

Deadline for submitting a question is February 28, 2018 by 5:00pm

If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.

**Name: Robyn Courtright
Title: Procurement Director
E-mail: rcourtright@oconeesc.com
Phone: 864-638-4141 OR 864-364-5298**

If you do not have access to e-mail, you may use the form below to fax questions to (864) 638-4142.

Company Name: _____ Date: _____

Address: _____

Contact Person: _____

Phone #: (____) _____ Fax #: (____) _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER FROM THE BID, WHEREVER POSSIBLE)

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

SAMPLE CONTRACT

THIS AGREEMENT made and entered into this ___ day of ____, 2018, by and between OCONEE COUNTY, South Carolina (hereinafter “the COUNTY”) and, _____ (hereafter “the CONTRACTOR”).

1. SCOPE OF WORK

For and in consideration of the **Lump sum prices** hereinafter specified, (see Attachment A Bid Forms), CONTRACTOR agrees to perform on behalf of the COUNTY certain MULTI-COURT CONSTRUCTION at the direction of Oconee County, the total of such work not to exceed \$ _____ dollars.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor.

The COUNTY shall retain 10% of all payments to insure payments insure full compliance with the contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about April 9, 2018, until June 30, 2018, unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete construction of the tennis courts according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$ _____ dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- d. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.

- e. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$1,000,000 limit.
- f. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #17-06 which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, and Delivered
 In the Presence of:
 (As to County)

OCONEE COUNTY

By: _____
 T. Scott Moulder
 Oconee County Administrator

(As to Contractor)

By: _____