

**INVITATION TO BID
Gateway Signage for
Oconee County, SC
BID # 16-06**



**Oconee County, SC
Issued: August 2, 2016**

COUNTY OF OCONEE

Procurement Office

415 South Pine Street, Walhalla, SC 29691

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

Robyn Courtright, CPPO, Procurement Director

INVITATION FOR BIDS

BID NUMBER: 16-06

DATE: August 2, 2016

OPENING DATE AND TIME: August 18, 2016 at 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: Oconee Economic Alliance – GATEWAY SIGNAGE

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.

DIRECT ALL INQUIRES TO: Robyn Courtright, CPPO
Procurement Director
rcourtright@oconeesc.com
Phone: 864-638-4141
Fax: 864-638-4142

NOTICE TO BIDDERS: 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. There will NOT be a pre-bid meeting.

Questions may be submitted using the enclosed form or e-mailed to rcourtright@oconeesc.com. Deadline for questions is August 11, 2016 at 2:00pm.

Robyn Courtright
Procurement Director

"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 Listing, 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

_____/_____
Telephone Fax

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid, a Bid Bond with a good and sufficient surety or sureties company licensed in the State of 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:

A. 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.

B. 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.

INSTRUCTIONS AND CONDITIONS

1. GENERAL:

- a. Submit an original of your bid.
 - 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) 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.
 - (B) 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 negligence on the part of the County or 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:

\$500,000 General Aggregate Limit
\$500,000 Products & Completed Operations
\$500,000 Personal & Advertising Injury
\$500,000 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:

\$500,000 Combined Single Limit
\$500,000 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 September 7, 2016. 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 November 30, 2016, subject to adjustments of the contract time as provided for in subsequent approved change orders.

12. **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 Contractor and Oconee County. The successful Contractor will be asked to sign a contract similar to the **SAMPLE CONTRACT** shown as Attachment # 1. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.

MINIMUM SPECIFICATIONS Gateway Signage

1. GENERAL INFORMATION

This Destination Oconee Signage Project involves the placement of lighted gateway entry signage at three unique spots along state highways to provide a sense of place when coming into Oconee County.

These gateway signs will be placed within SCDOT highway right-of-way and will replace existing signs with the new logo, while incorporating new design themes to provide a more welcoming experience to traffic.

The sign locations are indicated on a map within the set of plans. The first sign will be placed at the SC Highway 123 entry point coming from Clemson, SC. There is an existing small monument sign there, which will be replaced. Along SC Highway 11, it is our intent to replace two existing signs to help convey that you have entered Oconee County. One sign will be placed on south SC Hwy 11 near exit 1 off I-85 and the other sign will be placed on north SC Hwy 11 at the border of Oconee/Pickens counties. The two existing signs on Hwy 11 are aluminum signs on a single post.

All signs shall be lighted. There is an alternate in the plans for different sign materials. If any exceptions are taken to the notes and specifications in the plan documents, these must be explained in full in an attachment to the Bid Form. If there is no attachment, then complete compliance with the plan documents will be understood.

Architect: The architect who prepared the plans for this project is Christine Tedesco, RA, NCARB, with RSCT of Clemson, SC.

Any and all questions shall be submitted to Oconee County Procurement and will be answered in an addendum. Contractors are not to contact the architect or anyone in the Economic Alliance Office in regards to this bid.

Plans: Contactor(s) shall review drawings provided by Christine Tedesco. There are seven pages of plans which may be downloaded from: <http://www.oconeesc.com/Departments/KZ/Procurement.aspx>

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.

It is the intent of Oconee County to award this contract to the lowest responsive, responsible bidder. Pricing is requested separately for each sign and sign alternate. Each bid will be considered based on the overall total price for three signs. Once the bids are opened, Oconee County reserves the right to award one, two or all three signs based on the allowed budget. It is not the intent of the County to split this award amongst bidders.

2. PREPARATION OF BID

- A. 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:
“Gateway Signage Bid Number 16-06 “

- B. Bidder shall submit **three (3)** references for comparable projects on the reference sheet provided (See Attachment # 2). 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, and Email. The Procurement Office will check references provided.
- C. Bidder shall list all proposed subcontractors on the separate sheet provided (See Attachment # 3). 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.

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

- A. 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.
- B. An encroachment permit will be required for this work and obtaining this permit from SCDOT shall be the responsibility of the awarded Contractor. The cost for this permit shall be included in the bid price.
- C. 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.
- D. 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.

4. BIDDER'S RESPONSIBILITIES

- A. 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.

5. AWARDED CONTRACTOR(S) RESPONSIBILITIES

- A. It shall be the Contractor(s) responsibility to participate in pre-construction conferences if so directed by the County. .
- B. The Contractor(s) shall be responsible for all aspects of their staging area, including, but not limited to, procuring and managing their staging area. Equipment shall not be left inside the right-of-way past work hours.

6. CONTRACT PERIOD

Following is the expected contract period for work, if awarded:

Contract	Expected Award Date	Completion Date
Gateway Signage	September 7, 2016 (if Council approval is required)	November 30, 2016

7. GENERAL SPECIFICATIONS – Refer to plan documents for full specifications

PROJECT MANAGER: This project requires detailed coordination between the Project Manager and Contractor to ensure a satisfactory project. Project Manager is Lake Julian, Director of Facilities Maintenance. Mr. Julian must be contacted to coordinate the final inspection. Mr. Julian will inspect the site when installation is complete to ensure compliance with these specifications. Payment will be made after Mr. Julian approves the inspection.

WARRANTY: Contractor shall provide a written one year warranty on all materials and workmanship.

QUALITY ASSURANCE: Products for use on this project shall be as specified in the plan documents unless noted specifically as an exception. Contractors must attach all exceptions, clearly explained, to the Bid Form submitted. If no exceptions are attached, it shall be understood that all work is as specified in the plan documents.

STONE SPECIFICATION EXCEPTION: In the General Notes on page A-1 of the plans, natural field stone is specified and this page states, “The use of synthetic or manufactured stone is specifically prohibited”. **THE COUNTY WILL ALLOW SYNTHETIC OR MANUFACTURED STONE TO BE USED FOR A BID ALTERNATE** as shown on the Bid Form. Bidder shall provide a price for signs with natural field stone and also an alternate price with synthetic or manufactured stone. Specifications for the synthetic or manufactured stone must be provided with the Bid Form.

PROJECT SCHEDULE: Contractor shall state total days required to complete work on the Bid Form. Contractor will coordinate work schedule with Project Manager.

WORK HOURS: The Contractor shall maintain a normal work schedule, consisting of five (5) days of eight (8) working hours each or four (4) days of ten (10) working hours each per week. Night, weekend, and holiday work shall be subject to the COUNTY'S approval.

SUBCONTRACTORS: The Contractor shall be responsible to the County for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors. Contractor will list any subcontractors to be utilized, if any, on the Subcontractor Form.

SAFETY SIGNAGE: The Contractor shall be responsible for posting roads, positioning of flagmen or other methods necessary to maintain safe movement of traffic in and around construction site at all times. The MUTCD & SCDOT specifications shall be the standard followed for signage and safety. Contractor(s) must keep road(s) open (or at least able to be made passable quickly for emergency vehicles), safe and travelable at all times during construction. Failure to maintain signage will hold the Contractor solely liable for accidents and/or failure of emergency response vehicles to find an address, if applicable.

ADVERTISING: No Signs placed on or near jobsites for advertising purposes.

UTILITIES: The Contractor shall be responsible for locating and protecting all utilities during the entire construction period. Any damages to the utilities and any costs incurred from that damage shall be the sole responsibility of the Contractor.

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691

Ph: (864) 638-4141 / Fax: (864) 638-4142

BID FORM – GATEWAY SIGNAGE

BID NUMBER: 16-06

DATE: August 2, 2016

OPENING DATE AND TIME: August 18, 2016 at 2:00pm EST

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

PROCUREMENT OF: Gateway Signage – Oconee Economic Alliance

Sign A – Located on Hwy 123:

- Blasted Routed Sign with Natural Stone:** _____
- Aluminum Panel Sign with Natural Stone:** _____
- Blasted Routed Sign with Synthetic/Mfg. Stone:** _____
- Aluminum Panel Sign with Synthetic/Mfg. Stone:** _____
- Additional Cost to add Pendant Light:** _____

Sign B – Located on Hwy 11 South:

- Blasted Routed Sign with Natural Stone:** _____
- Aluminum Panel Sign with Natural Stone:** _____
- Blasted Routed Sign with Synthetic/Mfg. Stone:** _____
- Aluminum Panel Sign with Synthetic/Mfg. Stone:** _____

Sign C – Located on Hwy 11 North:

- Blasted Routed Sign with Natural Stone:** _____
- Aluminum Panel Sign with Natural Stone:** _____
- Blasted Routed Sign with Synthetic/Mfg. Stone:** _____
- Aluminum Panel Sign with Synthetic/Mfg. Stone:** _____

STATE COMPLETION TIME AFTER RECEIPT OF ORDER: _____

**INCLUDE SPECIFICATIONS FOR SYNTHETIC/MFG. STONE WITH THIS BID FORM
ANY EXCEPTIONS TO OTHER SPECIFICATIONS MUST BE ATTACHED TO THIS BID FORM AND EXPLAINED.**

COMPANY NAME: _____ DATE _____

SIGNATURE: _____ PRINT SIGNATURE: _____

BID NUMBER: 16-06

DATE: August 2, 2016

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. 7/25/06)
 5323

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 12-8-640 (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) (8) (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)

00000000

**FOR QUESTIONS RELATED TO ITB # 16-06
GATEWAY SIGNAGE**

Deadline for submitting questions is August 11, 2016, at 2:00pm

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

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 ____, 2016, by and between OCONEE COUNTY, South Carolina (hereinafter “the COUNTY”) and, _____ (hereafter “the CONTRACTOR”).

1. SCOPE OF WORK

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

2. PAYMENTS

Payment shall be made in full upon completion of sign construction.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about September 7, 2016, until November 30, 2016, 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 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. 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.
- d. CONTRACTOR shall submit proof of valid policies currently in force for worker’s compensation insurance for all employees of the CONTRACTOR, as well as insurance as specified in ITB 16-06.
- e. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman.

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 #16-06, 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, County Administrator

(As to Contractor)

By: _____

REFERENCES

(Please use this form, or similar copy)

1. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: _____

Date Completed: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Email: _____

2. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: _____

Date Completed: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Email: _____

3. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: _____

Date Completed: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Email: _____

SUBCONTRACTORS

SUBCONTRACTORS NAMES & ADDRESSES	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

CONTRACTOR: _____

SIGNED: _____

TITLE: _____

DATE: _____