

REQUEST FOR PROPOSALS

**OWNER:** Orangeburg County, S.C.  
**PROJECT:** Orangeburg-Branchville Sports Complex  
**OPENING DATE AND TIME:** December 17, 2015 at 2:00 P.M.

**OPENING LOCATION:** Orangeburg County Administration Building  
County Council Chambers - 1st floor  
1437 Amelia St.  
Orangeburg, S.C. 29115

**PROCUREMENT FOR:** Installation of 2 – 200' baseball fields (excluding fencing), 2 – 400' baseball fields (excluding fencing), permanent grassed (hydro seeded) parking lot for 364 vehicles, permanent grassed (hydro seeded) areas not covered under Add Alternates, two-story 3200 SF Concessions/Bathroom/Press Box building and supporting utility and storm drainage infrastructures.

Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time and then publicly opened (only names of Contractors read aloud).

**DIRECT ALL INQUIRES/QUESTIONS TO:** Bruce Todd, P.E. LEED AP BD+C  
Project Manager  
Phone: 803-781-3141ext. 306  
bruce@rbtodd.com

**Questions and Inquires will be accepted until 2:00 P.M. on or before December 15th by e-mail only to [bruce@rbtodd.com](mailto:bruce@rbtodd.com) and cc: [jshuler@orangeburgcounty.org](mailto:jshuler@orangeburgcounty.org) – Addendum will be posted at [www.orangeburgcounty.org-Procurement-Solicitation](http://www.orangeburgcounty.org-Procurement-Solicitation) FY16-1217**

**NOTICE to INTERESTED PERSONS:** Each person shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. The failure or omission of a person to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

**MANDATORY PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference (attendance is required by authorized representative) will be held at the Orangeburg County Administration Building County Council Chambers (1<sup>st</sup> floor) 1437 Amelia Street on Wednesday, December 9 at 2:00 P.M. LATE ARRIVALS (after 2:15 P.M.) WILL NOT BE ADMITTED.

Please complete and return and all required forms and Vendor Information and Qualifications.

**SCOPE OF WORK**

This job will consist of, but not limited to, the turnkey construction of:

- 2 – 200' baseball fields (Excluding Fencing)
- 2 – 400' baseball fields (Excluding Fencing)
- Grassed parking for 364 vehicles
- Two-story 3200 SF Concessions/Bathroom/Press Box building
- Supporting utility and storm drainage infrastructure

## **INSTRUCTIONS TO PERSONS**

1. Only one copy of proposal is required, unless otherwise stated.
2. Proposals, amendments thereto or withdrawal request must be received by the time advertised for proposal openings to be officially considered. It is the contractor's sole responsibility to ensure that these documents are received by Orangeburg County office at the time indicated in the proposal document. **NO FAXED COPIES WILL BE ACCEPTED.**
3. When specifications or descriptive papers are submitted with the proposal, enter persons' name thereon.
4. Submit your signed proposal on the proposal schedule provided. Show proposal description on the envelope as instructed. Orangeburg County assumes no responsibility for unmarked or improperly marked envelopes.
5. Persons must clearly mark as "Confidential" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. 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.
6. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE PROPOSAL FORM:** 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 proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

## **BOND REQUIREMENTS**

1. **PROPOSAL BOND:** Each offer shall submit with his Proposal a Proposal Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of 5 percent of the total Proposal amount. The Proposal Bond penalty may be expressed in terms of a percentage of the Proposal price or may be expressed in dollars and cents.
2. **CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Proposal Bond, it will be made payable to Orangeburg County, in the amount of 5 percent of the total Proposal amount.

Proposal Bonds/Certified Checks will be returned to the unsuccessful persons after award and will be returned to the successful offer after acceptance of the final contract by the person.

3. **PERFORMANCE SURETY:** The successful contractor must furnish within ten days after written notice of acceptance of Proposal, a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit.

**OPTION 1- PERFORMANCE BOND:** The successful Contractor shall provide and pay the costs of a Performance Bond and it shall be issued in the amount of 100 percent of amount of contract. 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 of at least five times the contract price. 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 - CERTIFICATE OF DEPOSIT:** The successful contractor shall provide to Orangeburg County, a Certificate of Deposit issued by a Financial Institution which is insured by the FDIC or FSLIC. The value of the Certificate must be in the amount of 100 percent of the contract amount. The Certificate shall be retained by Orangeburg County for the duration of the contract. In the event the contractor defaults or contract is terminated for cause, the County shall have at its option, the right to present the Certificate for redemption. If redeemed, the principle of the Certificate shall be retained by the County and all accrued interest will be returned to the contractor. The contractor shall be responsible for all penalties incurred from early redemption.

**OPTION 3 - A CERTIFIED CHECK:** Equal to 100 percent of the contract amount to be retained by Orangeburg County until satisfactory completion of the contract.

**OPTION 4 - IRREVOCABLE LETTER OF CREDIT:** Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100 percent of contract amount.

**Failure To Submit Correct Proposal Guarantee Will Result In Rejection Of Your Proposal.**

## GENERAL PROVISIONS

1. Orangeburg County reserves the right to reject any and all proposals, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this proposal invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-420 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.*"
4. **PERSONS QUALIFICATION:** Persons 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 person's ability to provide the products or services requested herein.
5. **PERSONS RESPONSIBILITY:** Each person shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a person to acquaint himself with existing conditions shall in no way relieve them of any obligation with respect to this proposal or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the highest rank, responsible and responsive person(s) whose proposal meets the requirements and criteria set forth in the Request for Proposal. The award can be made to one or a multiple of vendors; whichever is in the best interest of the County, or unless otherwise stated on person's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Persons, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County
8. **COMPETITION:** This solicitation is intended to promote competition. Orangeburg County encourages proposals from minority businesses for this project and local contractors. Award shall be made without regard to race, religion, color, creed, national origin, gender, and age or handicap condition. 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 Orangeburg County in writing within five days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

9. **REJECTION:** Orangeburg County reserves the right to reject any and all proposals and waive any technicalities and to reject any proposals that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other proposals or ambiguous proposals which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

## GENERAL CONDITIONS

1. The County Contract and all references to contractual requirements issued by the county shall be considered the contract for this project.
2. **DEFAULT:** In case of default by the contractor, Orangeburg 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 proposals of the defaulting contractor will be considered until the assessed charge has been satisfied.
3. **NON-APPROPRIATION:** Any contract entered into by the Orangeburg County resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
4. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless Orangeburg County 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 proposal.
5. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Construction Manager. Copies of all correspondence concerning this contract shall be sent to the Construction Manager. All change orders must be authorized in writing by the County Administrator. Orangeburg County shall not be bound to any change in the original contract unless approved in writing by the County Administrator.
6. **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 default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without 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.
6. **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 User. 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 Public Information Officer.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this proposal it is understood and agreed that any items offered or shipped on this proposal shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this proposal, 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 with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful person from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the person 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.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County Administrator.
10. **AFFIRMATIVE ACTION:** The successful person will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **PROPOSAL CONDITION OF PRICE:** All proposal prices submitted shall remain effective for a minimum period of 90 days. The County reserves the right to make additional purchases at the submitted proposal prices, during the specified period.
12. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on an AIA Application for Payment form. Retainage for construction contracts will be as follows: Upon reaching 50% completion of project, 5 percent of completed work, 5 percent of stored materials. Prior to reaching 50% completion of project it shall be 10 percent of completed work and 10 percent of stored materials.
13. **PROPOSAL REQUIREMENTS:** Proposal requirements on the equipment specified are not intended to be restrictive to potential persons, but indicate the required features for satisfactory performance. Orangeburg County will determine if minor deviations from these features are acceptable.
14. **DEVIATIONS FROM SPECIFICATIONS:** Deviation from the enclosed specifications is not allowed and shall not be accepted with the Proposal. Any accepted deviations to the enclosed specifications will be addressed in an addendum(s) prior to the proposal opening.
15. **CONTRACT:** This proposal and submitted documents, when properly accepted by Orangeburg County along with a County Contract, shall constitute a contract equally binding between the successful offeror, and the County. No different or additional terms will become a part of this contract with the exception of a Change Order.



16. **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 County Administrator.
17. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the County Administrator. The County shall not be legally bound by any amendment or interpretation that is not in writing.
18. **PROPOSAL EVALUATION:** See Evaluation Criteria Sheet included in this document.
19. **ARBITRATION:** Under no circumstances and with no exception will the County act as arbitrator between the Contractor and any subcontractor.
20. **DELIVERY:** When applicable, the Orangeburg County may require that delivery be made to the specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, provided that such day is not a legal holiday and only after a 48 hour written notice to the owner and shall be received by the responsible contractor. The current purchase order number must be indicated on all delivery tickets.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point 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.
22. **"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 Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Persons must indicate brand name, model, model number, size, type, weight, color, etc., of the item proposal, 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 person desires to furnish an item different from the specifications, the person shall submit all appropriate data at least ten (10) days prior to the proposal date, along with pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare such to the material specified; and give it due consideration. If the substitution is accepted, it shall be included in an Addendum. The Owner reserves the right to insist upon, and receive items as specified.
23. **ALTERNATE PROPOSALS:** Alternates to the proposal shall not be accepted as part of the proposal.

## **SPECIAL TERMS AND CONDITIONS**

1. **LICENSES, PERMITS, INSURANCE, BOND and TAXES:** All costs for required licenses, permits, insurance, bonds and taxes shall be borne by the Contractor.
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 via security fencing, storage containers or other similar means.
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 at the contractor's expense.
7. **SITE CLEANING:** The Park will be in use daily by employees. Maintain clear and safe access to all points of entry into the park and buildings. 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, upon receipt of the written Notice to Proceed.
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. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

11.1 Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by Orangeburg County, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the Insurance by the County shall not relieve or decrease the liability of the Contractor hereunder.

11.2 Compensation and Employer's Liability Insurance: The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

11.3 Bodily Injury and Property Damage Liability Insurance: The contractor shall take out and maintain, during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be no less than:

11.3.1 Workers Compensation Statutory Limits: \$100,000.00

11.3.2 Commercial General Liability: \$1,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate  
\$1,000,000.00 Operation Aggregate

11.3.3 Automobile Liability Combined Single Limit: \$500,000

11.4 Owner's Protective Liability Insurance: The contractor shall take out, furnish to the County, and maintain during the life of this contract, complete Owner's Protective Liability Insurance in an amount as specified above, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

12. PROOF OF REQUIRED COVERAGE: The Contractor shall furnish Orangeburg County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Information shall be provided on an ACORD Certificate Form. Such certificates shall also contain substantially the following statements: *"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Orangeburg County."* Contractor shall also name Orangeburg County as an additional insured with Right of Notice on the policy.

13. **RAIN DAYS:** Delays in the project due to inclement weather will be officially counted and logged by representatives of the Contractor. The Contractor will log the date of inclement weather, the time at which work was halted due to the weather and the reason why construction progress was halted. The contractor or a contractor's representative must notify the County or their representative (CM) that work has stopped due to inclement weather or credit for rain days will not be considered when assessing any Liquidated Damages at the completion of the project if actual construction time is longer than the allotted time. The contractor shall submit with each Payment Application an updated Inclement Weather Log showing work days missed due to inclement weather (See note #5 under Special Conditions).
14. **TEMPORARY FACILITIES:** The contractor shall provide temporary bathroom facilities for all workers.

### **SPECIAL CONDITIONS**

1. The County's Contract and all references to contractual requirements issued by the county shall be considered the contract for this project.
2. All pay requests will be submitted on AIA document G702 in triplicate.
3. Any Change Orders will be submitted on AIA document G701.
4. The Contractor shall submit a Release of Lien with each Payment Application.
5. The Contractor shall submit with each Payment Application a letter stating the number of "Rain Days" requested for the time period between the last Payment Application submitted to the current Payment Application. (It is recommended that the contractor keep backup information for Rain Days from the National Weather Service. Reports can be obtained through [www.Accuweather.com](http://www.Accuweather.com))
6. The Contractor shall submit along with the final Pay Request the following:
  - a. *AIA G706 Contractors Affidavit of Payment of Debts and Claims.*
  - b. *AIA G706A Contractors Affidavit of Release of Liens.*
  - c. *AIA G707 Consent of Surety to Final Payment.*

**PROPOSAL**

Date: \_\_\_\_\_

To: County Administrator

Dear Sir:

The undersigned, herein after called the Person, having visited the site of the above project, having familiarized himself with the local conditions affecting the cost of the work including the availability of materials and labor, and having examined the construction plans and specifications and related documents, including Addenda Numbers:

\_\_\_\_\_

\_\_\_\_\_  
(Insert Addenda Number or write the word "None" if no Addenda issued)

hereby proposes to furnish all labor, materials, tools, equipment, insurance, taxes, etc., to construct the project in accordance to the plans and specifications, all in accordance with the contract documents, within the time set forth herein, for the sums entered on the attached "Proposal Form". These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Person hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner or his representative and to reach Substantial Completion as follows:

One hundred and fifty (150) consecutive calendar days

Person further agrees to pay as liquidated damages, the sum of two hundred and fifty dollars (\$250.00) for each consecutive calendar day thereafter.

\_\_\_\_\_  
Person

\_\_\_\_\_  
Title

**PROPOSAL FORM**

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OWNER: Orangeburg County

PROJECT: ORANGEBURG-BRANCHVILLE SPORTS COMPLEX

PERSON:

TO: Orangeburg County  
1437 Amelia Street  
Orangeburg, S.C. 29116

1. The undersigned person proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents and to complete all work in accordance with the Contract.
2. Enclosed is a Proposal Security in the amount of 5 percent.
3. Person agrees not to withdraw this proposal for a period of ninety (90) days from proposal opening.
4. Person represents that he has examined the specifications dated: December 4, 2015.
5. The person is aware of the fact that Orangeburg County encourages proposals from minority contractors and has endeavored to solicit proposals from minority businesses.
6. Person acknowledges receipt of the following Addenda:

Number	Date of Addenda

7. Person hereby agrees to furnish all labor, materials, equipment, and services in accordance with the plans and specifications and all Addenda for the following price.

**Base Proposal:** Turnkey installation of 2 – 200’ baseball fields, 2 – 400’ baseball fields, permanent grassed (hydro seeded) parking lot for 364 vehicles, permanent grassed (hydro seeded) areas not covered under Add Alternates, two-story 3200 SF Concessions/Bathroom/Press Box building and supporting utility and storm drainage infrastructures. **Do not include grassing (Add Alt. #1, 2, & 3), Fencing (Add Alt. #4), Irrigation Sys. (Add Alt. # 5&6) or any items associated with the 6” water line (by owner).**

Total Base Proposal - **Write in words and numerals.**

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**ADD ALTERNATES:**

**Add Alternate #1:**

Turnkey installation of Tiffway 419 Bermuda **sod** on Fields No. 1 and No. 2 including area between ballfield fences and main entrance sidewalk. Include one roll of sod outside of fence along sideline fences and 5' shoulder past outfield fences. Turnkey Installation of Tiffway Bermuda **sprigs** on Fields No.3 and No. 4 including 5' shoulder past fence and areas between fences not sodded. (All remaining disturbed areas, including parking lot, to be hydro seeded as per specifications under base proposal)

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**Add Alternate #2:**

Turnkey installation of Tiffway 419 Bermuda **sod** on Fields No. 1, 2, 3 and 4 including area between all ballfield fences. Sod 5' shoulder past outfield fences. (All remaining disturbed areas, including parking lot, to be hydro seeded as per specifications under base proposal)

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**Add Alternate #3:**

Turnkey installation of Tiffway 419 Bermuda **sprigs** on Fields No. 1, 2, 3 and 4 including areas between ballfield fences and also 5' shoulder past outfield fences. (All remaining disturbed areas, including parking lot, to be hydro seeded as per specifications under base proposal)

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)



**Add Alternate #4:**

Turnkey installation of **all** chain link fencing (ballfields, dugouts, gates, dumpster pad, etc.)

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**Add Alternate #5:**

Turnkey installation of parking lot irrigation system which begins at tee from main irrigation line to ballfields.

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**Add Alternate #6:**

Turnkey installation of ballfield irrigation system (including booster pump and backflow preventer) which begins at tee off of 6" main line.

Total Add - Write **in words and numerals**.

\$ \_\_\_\_\_  
(Numerals)

\$ \_\_\_\_\_  
(Words)

**ALLOWANCES (include with proposal)**

- a) General \_\_\_\_\_ \$ 30,000
- b) Hardware (Refer to section 087100 DOOR HARDWARE.) \_\_\_\_\_ \$ 1500
- c) Signage (Refer to section 101400 SIGNAGE.) \_\_\_\_\_ \$ 500

Contractor to coordinate with specification section **012100 Allowances**

8. Person proposes to use the following sub-contractors (list all):

Name of Sub-Contractor (Type of Work)

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**NOTE:**

- 1. PROPOSALS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.**
- 2. PLEASE RETURN PROPOSAL EVEN IF NOT GOING TO PROPOSAL AND MARK IT "NO PROPOSAL".**

Person understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the proposal.

The Person agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, Person will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph of the General Conditions. The proposal security attached in the sum of \_\_\_\_\_ Dollars \_\_\_\_\_ Cents (\$\_\_\_\_\_) is to become the property of the owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

**SEAL – (if PROPOSAL is by a corporation)**

**CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized them self with the information contained within this entire solicitation and applicable amendments, submits the attached proposal 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 proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal. *By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this proposal is good for a period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name as registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

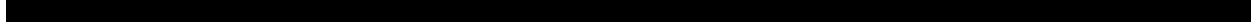
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number



\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales Tax Number

Option: Other commodities/services provided by your company.

Addendum Acknowledgement

Request for Proposal No. FY16-1217

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials of Vendor's Authorized Agent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent

### Vendor Qualifications and Information

Request for Proposal No. FY16-1217

Vendor shall provide with its proposal, the following which should be collated, fastened together and clearly labeled "Vendor's Certification of Qualifications and Information for RFB No. FY16-1217.

Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has a minimum of one successfully completed, one year period of being the exclusive consultant provider of this type projects. The minimum specific comparative experience required for this procurement is one successfully completed, one –year period of being the exclusive consultant for roads and bridges.

1. Documentation of a contractual relationship between vendor and a client for a current or recent contract pursuant to which vendor has been a consultant for said services as stated in Scope of Work. The minimum contractual relationship required for this procurement is one successfully completed, one-year period. Please limit documentation to no more than five (5) contracts.
2. Three positive client references.
3. Documentation of the vendor's financial stability, such as but not limited to a copy of its most recent annual report
4. A description of any litigation within the last 10 years to which vendor has been a party.
5. Contractor shall have a Certificate of General Liability Insurance showing Workmen Compensation Coverage.

Certification of Preference(s)

Request for Proposal FY16-1217

The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with it proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| Preference 1. Vendor is a resident of the State of South Carolina: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Preference 2. Vendor is a resident of Orangeburg County, SC:       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Preference 3. Vendor is an MBE:                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

The undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent

Code and Articles Acknowledgement

Request for Proposal No. FY16-1217

Incorporation by Reference.

Articles 1 through 7 of the Code are incorporated by reference as if set forth verbatim in this Request for Proposal. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the **Orangeburg County Procurement Code** (the “Code”). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition, a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/>\_\_\_\_\_ .or

Method of Source Selection.

The source selection method applicable to this procurement is Request for Proposal Construction Services, Code §5-301.

The undersigned vendor understands and agrees to be bound to the Code regarding all matters arising from the Invitation to Proposal identified above.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor’s Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor’s Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor’s Authorized Agent

Certification of No Exceptions

Request for Proposal FY16-1217

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Request for Proposal and the incorporated Code as a contract term. See Code §5-304. In connection with that requirement, a vendor must complete this certification and include it in its submission. Vendor certifies the following regarding its proposal:

1. Vendor AGREES to all of the terms of the Invitation for Proposal (including the incorporated Code terms) and takes NO EXCEPTIONS:      Yes      No

2. Vendor does NOT AGREE to all of the terms of the Invitation for Proposal (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

	<u>    </u> Yes <u>    </u> No	
<u>Identification</u> <u>Of Excepted Vendor's</u> <u>Term</u>		<u>Description of vendor's substituted term</u> <u>    </u> <u>Vendor's Initials</u>
Exception 1:		
Exception 2:		
Exception 3:		
Exception 4:		

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the Request for Proposal (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the proposal security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent



### **Evaluation Criteria**

RFP FY16-1217

Orangeburg-Branchville Sports Complex

If the County decides to go forward with the procurement, the award shall be made to the vendor whose proposal the County determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the County's review and/or verification of the Vendor Qualifications Responses.

The factors to be considered in evaluating proposals are as follows:

1. Contractor's willingness in its performance of the Scope of Work to (1) include Orangeburg County residents in its employment and (2) obtain any necessary supplies from entities located within Orangeburg County, (3) demonstrate use of local subcontractors to complete the project.
2. Cost to the Owner for the Contractor's performance of the Scope of Work.
3. Vendor's qualifications as represented by vendor and confirmed by vendor's references, including all subjects covered in Vendor's Company Information, Vendor's Qualifications and Information response, and vendor's industry and program experience.
4. Vendor's staffing and equipment resources available for immediate dedication to carrying out the Scope of Work, including Vendor's proposed turnaround time regarding Owner on-call service requests

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<sup>1</sup> **The method of selection, Competitive Seal Proposals, does not require a numerical weighting for each factor.** See code 5-304.7.14