

FIELD LIGHTING
GREENJACKETS BALLPARK
REQUEST FOR PROPOSAL

June 2017

CITY OF NORTH AUGUSTA
City Clerk's Office

100 GEORGIA AVENUE
NORTH AUGUSTA, SOUTH CAROLINA 29841

Advertisement of RFP:	Friday, June 16, 2017
Deadline for Questions:	Monday, June 26, 2017 at 5:00 PM
DUE DATE & TIME FOR PROPOSALS:	Friday, July 7, 2017 at 10:00 AM
Bid Form Opening (City Hall):	Friday, July 7, 2017 at 10:00 AM
Award Date:	Tuesday, July 18, 2017 (anticipated)

ADVERTISEMENT FOR BIDS

Sealed proposals for the **GREENJACKETS BALLPARK FIELD LIGHTING** will be received by the City of North Augusta, SC (“Owner”) in the City Council Chambers at the North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina 29841 until **10:00 am on Friday, July 7** and at that time and place publicly opened and read aloud.

The complete examination and understanding of the construction plans and specifications and the site of the proposed work is necessary in order for the bidder to properly submit a proposal. ***Copies of the proposal form and contract documents including the specifications and drawings will be furnished upon request.***

Each proposal shall be accompanied by a certified check, a bid bond or other acceptable collateral executed by the Bidder and Surety, in the amount of five percent (5%) of the total amount of the bid, made payable to **City of North Augusta**, and submitted as a proposed guaranty of good faith that the Bidder will enter into a contract with the Owner and execute the work contemplated, if the same is awarded to him.

The Owner reserves the right to reject any or all bids, and parts of any bid, and to waive formalities and technicalities.

Bids will be required to remain open for acceptance or rejection for sixty (60) calendar days after the date of opening the bids.

Address all bids to the undersigned, marking on outside of envelope **“GREENJACKETS BALLPARK / Proposal for Field Lighting.”**

Bid Submission:

Donna Young/ City Clerk’s Office
100 Georgia Avenue
North Augusta, South Carolina 29841
For inquiries on delivery of Proposal on Due Date: (803)441-4202.

RFP Inquiries:

James Dean
Principal/ VP of Development
Greenstone Properties
3301 Windy Ridge Parkway/ Suite 320
RFP questions must be addressed via Email before the deadline date.
Email: jdean@greenstone-properties.com

INSTRUCTIONS TO BIDDERS

- A. PROPOSALS: All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the Invitation for Bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of a contract with the successful bidder.

- B. BID DEPOSIT: Each proposal shall be accompanied by a deposit of cash or certified check for five percent (5%) of the amount of the proposal, and any proposal not accompanied by such deposit shall be absolutely void and will not be considered. Checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be payable to the order of the Owner. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

In lieu of the bid deposit required herein, the bidder may execute a bid bond for the same amount. The form of Bid Bond required under these bidding documents will be AIA Document A310 Bid Bond, February, 1970 Edition, published by the American Institute of Architects. Surety shall meet all requirements relating to the performance bond required in Paragraph H.

- C. EXAMINATION OF WORK: Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.
- D. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by certified mail with return receipt requested to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Bidder shall indicate in the space provided on the Bid Form all addenda received.

- E. PREPARATION OF BIDS: Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on bid forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in special conditions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

- F. BASIS OF AWARD: The bids will be compared on the basis of:
- Qualifications – depth of experience in similar projects.
 - Total Pricing – for all materials and labor required by scope.
 - Product Quality – proven durability and operational advantages of product or associated operating systems.
 - Time Schedule – delivery of scope; availability of qualified personnel.
 - Distinguishing Characteristics – exceptional product or delivery features.

Where estimated quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed, and settlement will be made for such items upon the basis of the work actually executed at the unit prices in the proposal as accepted. In case of error in the extension of prices in a proposal, unit bid prices shall govern.

Owner reserves the right to obtain clarification or additional information with any bidder in regards to its proposal.

- G. BIDDER'S QUALIFICATIONS: No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of similar nature to that covered by the Contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. If required, he shall submit with his proposal, sealed in a separate envelope, a FINANCIAL, EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant, equipment, and his experience and general qualifications. The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the Bidder, or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

- H. TIME LIMIT: The time allowed for completion of all work under this Contract, shall be AS SHOWN IN THE SPECIAL CONDITIONS OF THIS CONTRACT (the "Time Limit").
- I. COMMENCING WORK: Immediately upon completion of Contractual agreements, the Contractor shall submit for approval a construction schedule arranged to be within the Contract Time Limit. Actual construction operations shall commence **within 10 days from date specified in the Notice to Proceed**.
- J. PERFORMANCE AND PAYMENT BONDS: At the time of entering into the Contract, the Contractor shall give a performance bond and a labor and material payment bond to the Owner for the use of the Owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such Contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and materials, for the completion of the Contract according to its terms, for saving the Owner harmless from all costs and charges that may accrue on account of the doing of the work specified, and for the compliance with the laws appertaining thereto. Performance and Payment Bond shall be AIA Document A312. Said bonds must be a substantial surety company satisfactory to the Owner and authorized by law to do business in the state in which the work is located.
- Attorneys-in-fact who sign bonds must file with each copy thereof a certified and effectively dated copy of their powers of attorney.
- K. DETERMINATION OF LOW BID: The Contract will be awarded, if it is awarded, to the lowest responsible bidder. The Owner, in its sole discretion, will decide which Bidder is the "lowest responsible bidder".
- L. REJECTION OF BIDS: These proposals are asked in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however, to waive informalities in bidding, to reject any or all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.
- M. SOUTH CAROLINA SALES TAX: Bidders shall include in amounts bid in the Proposal an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the Work under this Contract.

BID PROPOSAL

The Bidder hereby declares that they are the only person or persons interested in the Proposal as principal, and no other party than those herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself full in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and all contractual documents relative thereto, and has read all Special Conditions and General Conditions furnished prior to the opening of bids; that Bidder is satisfied he has sufficient information regarding the Work to prepare this proposal.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of North Augusta, South Carolina in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the Work in complete accordance with the Specification to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the Specifications.

The Bidder understands that the General Contractor, as contracted by the Owner, is under construction at this time, and Bidder will be required to coordinate their construction activities with and as a part of that construction.

Proposal must be submitted with the **attached Bid Form**.

NOTICE TO PROCEED

TO:

PROJECT:

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____ and you are to substantially complete the WORK no later _____. Liquidated damages in the amount of _____ per day will be assessed by the Owner if the work is not completed in this time frame.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this _____ day of _____, 2017.

City of North Augusta
(Owner)

By: _____
(Signature)

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 2017.

By: _____
(Signature)

(Print Name)

Title: _____