



# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## INVITATION FOR BID

**BID NUMBER: #19-105**

**ISSUE DATE: January 8, 2020**

**OPENING DATE: Wednesday, February 5, 2020  
3:30PM (Eastern NIST)**

**OPENING TIME:**

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

### **PROCUREMENT FOR: Emulsified Asphalt Pavement Sealing Program IDIQ**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

#### **MAILING ADDRESS:**

County of Georgetown  
Courthouse  
Post Office Drawer 421270  
Georgetown SC 29442-4200  
Attn: Purchasing

#### **STREET ADDRESS:**

Georgetown County  
  
129 Screven Street, Suite 239  
Georgetown SC 29440-3641  
Attn: Purchasing

### **IMPORTANT BIDDER NOTES:**

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Primary Overnight Service.
- 3) United Parcel Service (UPS) **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

#### **Purchasing Contacts:**

**Pamela Bassetti**  
 Phone (843)545-3082  
 Fax: (843)545-3500  
 E-mail: [pbassetti@gtcounty.org](mailto:pbassetti@gtcounty.org)

**Nancy Silver**  
 (843)545-3076  
 (843)545-3500  
[nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

Bid # 19-105

## Emulsified Asphalt Pavement Sealing Program, IDIQ

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.georgetowncountysc.org](http://www.georgetowncountysc.org) select "purchasing" and "current bids".

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Reason if not responding: \_\_\_\_\_

**Please return this completed form to Pamela Bassetti, Senior Buyer**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- Or by FAX to (843)545-3500.

[End of Intent to Respond]

**INVITATION FOR BID**

**Time Line: Invitation for Bid #19-105**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>Advertised Date of Issue:</b>	Wednesday, January 8, 2020	n/a	n/a
<b>MANDATORY Pre-Bid Conference &amp; Site Inspection:</b>	n/a	n/a	n/a
<b>Inquiry Cut-Off Time:</b>	Wednesday, January 22, 2020	3:30PM ET	Suite 239
<b>Bid Delivery Cut-Off Time:</b>	Wednesday, February 5, 2020	3:30PM ET	Suite 239
<b>Bid Opening and Tabulation:</b>	Wednesday, February 5, 2020	3:30PM ET	Suite 239
<b>County Council Review:</b>	Tuesday, February 25, 2020	5:30pm ET	Council Chambers

\* All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

**EMULSIFIED ASPHALT PAVEMENT SEALING PROGRAM IDIQ  
GEORGETOWN, SOUTH CAROLINA  
BID NUMBER 19-105**

**SCOPE OF WORK**

Georgetown County seeks to implement a pavement preservation program. The County intends to utilize equipment and materials supplied by the chosen vendor and Public Works staff to apply High Performance Mineral and Fiber Reinforced Asphalt Emulsion (hereinafter “sealer”) to low volume roads. For high volume roads, the County seeks to retain the selected vendor/contractor to apply sealer.

These specifications request rates for furnishing of all materials, appliances, and equipment, and also labor rates for performing all work and operations in connection with the application of sealer and all other incidental and related work as set forth in these specifications and as directed by Georgetown County.

**APPLICABLE STANDARDS**

- A. American Society for Testing Materials (ASTM)
  - 1. D 2939-03 (Sections 7,8,9,10,11,12,13,14,15,16) Standard Test Methods for Emulsified Bitumens Used as Protective Coatings
  - 2. The following ASTM test methods: ASTM D5, ASTM D6937, ASTM D6930, ASTM D113, ASTM E70, ASTM D6378, ASTM D36, ASTM D93, ASTM D562, ASTM D4060, ASTM D552, ASTM D870, ASTM D6904, ASTM D4585, ASTM D1735, ASTM D2247, ASTM D4541, ASTM E303, ASTM E70, ASTM E274, ASTM D3359, ASTM D3910, ASTM D4799
  - 3. ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer and FAA Item P-623 specification for emulsified asphalt spray sealcoat.
  
- B. South Coast Air Quality Management District
  - 1. SCAQMD Method 304 – Determination of Volatile Organic Compounds (VOC) In Various Materials.
  
- C. Federal Specifications for Waterborne Traffic and Airfield Marking Paints
  - 1. TT-P-1952E Types I, II, and III
  - 2. TT-P-1952D

The sealer shall meet the following ASTM standard test results:

<b>High Performance Mineral and Fiber Reinforced Asphalt Emulsion Properties</b>		
<b>ASTM</b>	<b>Test Description</b>	<b>Result</b>
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Std. %	Percent Polymer Solids to Asphalt by wt.	3% min.
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	None detected
D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 5 g/ft <sup>2</sup> Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs./gal
D2939-8	Residue by Evaporation, %	40% min.
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F. Firm in 24 hrs.,	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 16%
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
SCAQMD Method 304	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 50 g/l

<b>Aggregate mixed High Performance Mineral and Fiber Reinforced Asphalt Emulsion Properties (see Aggregate Specifications table below)</b>		
<b>ASTM</b>	<b>Test Description</b>	<b>Result</b>
D2939-8	Residue by Evaporation, %	Min. 52%
E303	Measuring Surface Frictional Properties- British Pendulum Tester	Min. 70 BPN
E274	Locked Wheel Skid Testing	> 30 SN
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D3910-6.4	Wet Track Abrasion Test	< 25g/ft <sup>2</sup> Loss
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Std. %	Percent Polymer Solids to Asphalt by wt.	5-15 cm
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	None detected
D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination

D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D2939-7	Weight per Gallon	10-12 lbs./gal
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F. Firm in 24 hrs.	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
SCAQMD Method 304	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 50 g/l

AGGREGATE SPECIFICATIONS FOR SEALER APPLICATION	
Mesh-Sieve Size (ASTM E11)	Typical Mean Retained On Individual Sieves %
No. 8 Mesh (2.38 mm)	-0-
No. 10 Mesh (2.00 mm)	0-5%
No. 12 Mesh (1.68 mm)	2-10%
No. 16 Mesh (1.19 mm)	30-60%
No. 20 Mesh (.841 mm)	20-50%
No. 30 Mesh (.595 mm)	2-10%
No. 40 Mesh (.420 mm)	1-5%
No. 50 Mesh (.297 mm)	1-5%
No. 70 Mesh (.210 mm)	1-5%
No. 100 Mesh (.149 mm)	0-5%
Sand or Aggregate shall have a typical AFS of 11-15 Mesh	

## ROAD SURFACE PREPARATION

For the duration of this IDIQ, should the county solicit vendor pricing for full services, the roads the vendor shall perform work that will require the following considerations be met.

The sealer must be applied to sound asphalt surfaces. Sealing is not a means of resurfacing but rather is formulated to protect against UV related aging, drying, damage from oil and gasoline leakage, and to prevent water penetration.

### Contractor Responsibilities

Prior to sealer application, the surface shall be cleaned and swept of all foreign material and dust. Dispersion of dust and debris into the air and surrounding environment shall not be allowed. Further, older paved surfaces shall also be cleaned and free of residual oils, chemicals, or fuel spills to the maximum extent practicable.

Newly paved surfaces should cure a minimum of four (4) weeks under ideal weather conditions (70°F) prior to application of sealer.

### Inspection

- Examine pavement surface prior to performing work
- Notify County of any adverse or unacceptable conditions that would affect successful repair efforts or application of materials
- Do not commence work until unacceptable conditions are corrected

## Crack Repair

- Cracks must be free from dust, dirt, vegetation and moisture. Cracks shall be cleaned with mechanical wire brush followed by a compressed air heat lance to remove loose debris and moisture
- For all cracks up to 1” wide apply ASTM D 6690 certified hot rubberized crack sealant or sealant that meets or exceeds federal specifications of AASHTO M 173 and ASTM D 3405
- hot rubberized crack sealant shall be melted in a conventional oil-jacketed unit equipped with an agitator
- Apply hot rubberized crack sealant using a pump and wand system, a crack banding unit, or a pour pot
- Contractor shall refer to ASTM D 6690, AASHTO M 173, and ASTM D 3405 certified hot rubberized crack sealant manufacturer’s product data sheet for more detailed application instructions

## Fatigue Cracked Pavement Repair

Fatigue cracking, often referred to as alligator cracking, is a series of interconnected cracks which resemble an alligators skin. Fatigue cracking is caused by load based asphalt deterioration resulting from a weakened base course or subgrade, overloading, minimal asphalt thickness, or any combination of the above. Prior to sealing, the contractor shall repair deteriorated asphalt sections by employing one of the following two applicable methods. The first is the Infrared Patch Repair Method and the second would be the removal of distressed pavement sections by replacing them with 4 inches of Hot Mix Asphalt (HMA) which would be preferable with regards to longevity.

### 1. Repair fatigue cracking with Infrared Heater Method

- Remove all dirt, dust and vegetation on fatigue cracked area
- Heat fatigue cracked area to a temperature between 290°F – 325°F which will soften pavement. Scarify heated softened asphalt with an asphalt rake to a depth of 2-3 inches. Contractor shall add an ASTM D977 and AASHTO M140 compliant Polymer Modified Anionic Asphalt Emulsion Rejuvenator (hereinafter “rejuvenator”) at a rate of 0.20 gal/SY while pavement material is still soft. Mix rejuvenator into heated softened asphalt with the asphalt rake. Level smooth with rake and compact area with either a plate compactor or asphalt roller. A small amount of fresh hot mix blacktop may be added to heated material if needed to assure a smooth, flush finish to adjoining pavement surface
- Contractor shall refer to ASTM D977 and AASHTO M140 compliant rejuvenator manufacturer’s product data sheet for more detailed application instructions

### 2. Repair Alligator Cracks with Full-Depth HMA

- Saw cut and remove the fatigue cracked pavement to the depth necessary to reach firm base material support
- Prime bottom of patch area and vertical sides of saw cut with rejuvenator
- Fill patch area with fresh HMA
- Compact fresh hot mix with hand tamper, vibratory-plate compactor, or asphalt roller. Finished patchwork shall be flush and level with adjoining pavement
- Contractor shall refer to ASTM D977 and AASHTO M140 compliant rejuvenator manufacturer’s product data sheet for more detailed application instructions.

### Hot Mix Asphalt

Usage of HMA pavement for minor repairs prior to sealing shall consist of one or more courses of HMA base, intermediate, or surface mixtures produced and placed in accordance with the specifications herein and shall be in conformance with section 400 of South Carolina Department of Transportation (SCDOT) Standard Specifications. The mixture type shall be “Type C”, must meet the requirements specified:

Mixture Type	Type C
Design ESAL	11,000,000
AADT	>30,000
Surface	9.5,12.5 mm
Surface PG Binder	64-22
Intermediate	9.5,12.5,19.0 mm
Intermediate PG Binder	76-22
Base	25.0 mm
Base - PG Binder	64-22

A copy of the SCDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project **must be** submitted with the bid. NOT A PROJECT

### Pothole Repair

Prior to application of sealer, any existing potholes shall be repaired. HMA shall be used to repair potholes prior to sealing.

- Remove loose material, debris and standing water from pothole prior to application
- Apply HMA directly into pothole. Compact HMA with a hand-tamper, vibratory-plate compactor or asphalt roller. Finished patchwork shall be flush and level with adjoining pavement
- Stabilize base and compact

### **SEALER APPLICATION METHODS**

#### Traffic Control

All operations shall be coordinated to result in the least practical delay of traffic. One way traffic or an appropriate and safe means of ingress/egress shall be maintained at all times. The Contractor shall provide traffic control as necessary to conform to the latest revision of the Manual of Uniform Traffic Control Devices (MUTCD). The work shall be coordinated so that traffic will be permitted upon the sealed surface within a safe timeframe as specification drying time permits.

#### Utility Protection

Utility covers, manholes, grated inlets, curb inlets, and traffic device covers located in the roadway shall be protected from coverage and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing and cleaning following application. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the Project Manager. All such materials shall be removed and properly disposed of by the Contractor at the end of each workday.

#### Surface Protection

- Use tar paper to mask off end of streets and intersections to provide crisp start and finish lines when applying sealer
- Use tar paper or suitable material to mask off manhole covers and sewer grates
- Protect curbs, gutters and sidewalks from material spatter or over-coating.
- All asphalt transitions (i.e. curb, storm structures) edges shall be dressed out and all grass, weeds, or other invasive vegetative growth shall be removed and disposed up prior to sealing

## Equipment Requirements

Equipment used to apply sealer shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Truck mounted tanks or self-propelled squeegee equipment with mixing capability shall have at least 2 squeegee or brush devices (one behind the other) or combination of squeegee and brush device to assure adequate distribution and penetration of sealer into pavement surface. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

The bidder shall supply the County with equipment rental rates that would allow County Staff to apply sealer as previously described and with equipment able to apply sealer as aforementioned.

## Environmental

The Contractor, at their expense, is to obtain any applicable permits required to complete the work while adhering to all current environmental standard practices and regulations regarding all sealer, HMA, or paint application, material removal, products, cleaning, and disposal of project waste.

## Sealer Mixing Procedure

Sealer shall be mixed in accordance with the following design (based on every 100 gallons of Sealer for ease of calculation):

- 100 gallons to 400lbs and (11-15 mesh AFS gradation)
  - If required, a small amount of water may be added to facilitate application of mixed material as would be defined within the sealer specification or guidance

## Application Procedure

- Apply first squeegee/brush coat at a rate of 0.15 to 0.20 gallon per square yard. Allow first coat to dry thoroughly before applying second coat.
- Apply second squeegee/brush coat at a rate of 0.17 to 0.22 gallon per square yard.
- Allow second coat to dry completely before opening to vehicle traffic

## Pavement Lane Markings

Pavement markings shall not be used where there are no existing painted lane markings unless directed by the County. However, for roads where existing markings would be covered and new markings reapplied, the following specifications adhere:

Traffic paint pavement markings that comply with Section 625 of SCDOT 2007 Standard Specifications for Road and Bridge Construction may be used. Permanent application of painted markings shall be applied to clean, 'cured' surface.

Application methods and equipment shall comply with SCDOT Standard Specifications for Highway Construction. Only stop bars are specified as thermoplastic application.



### Ambient Conditions

Asphalt Emulsion Pavement Sealer shall be done only during the contract period specified. Ambient air temperatures must be a minimum 50°F and rising before applying cold applied crack fillers, oil spot primers, pavement sealers or traffic paints (materials). Ambient and surface temperature shall not drop below 50°F for a 24 hour period following application of materials. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist:

1. Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.
2. The existing pavement temperature is 130 degrees Fahrenheit or above
3. If pavement has surface water standing and/or pavement surface is saturated
4. The relative humidity exceeds 80%
5. If the weather is rainy or foggy
6. Within 12 hours after a ¼ inch or more rain

[THE REMAINDER OF THIS PAGE IS BLANK]



**INSTRUCTIONS TO BIDDERS**  
**Emulsified Asphalt Pavement Sealing Program, IDIQ**  
**Bid# 19-105**

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page four (4) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Pamela Bassetti, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-1270  
Fax: (843) 545-3500  
Email: [pbassetti@gccounty.org](mailto:pbassetti@gccounty.org)

2. Written sealed public bids for a Term Contract to provide Emulsified Asphalt Pavement Sealing Program, IDIQ shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page four (4) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

3. **IMPORTANT OFFEROR NOTES:**

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.

4. **Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. One (1) unbound, reproducible ORIGINAL, of the proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

**OFFEROR'S NAME  
BID ITEM NAME  
BID NUMBER**

8. Bidders shall be licensed as a General Contractor in the State of South Carolina and will hold all Trade Contracts and the Building Permit on the Project.

9. Trade Contractors (Prime and sub-contractors) shall be qualified to perform the work contracted for and shall be licensed as such in the State of South Carolina.

10. Any additional design services shall be performed by qualified architects and engineers licensed to perform the contracted work in the State of South Carolina.

11. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

12. Definitions:

- a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
- b) The term "Emulsified Asphalt Pavement Sealing Program, IDIQ" or "Project" refers to the **complete set of services and materials** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

13. SITE INSPECTION:

- a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

- c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. (S)he shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.
- f) When boring data is provided by the Owner, the Bidder shall assume responsibility for any conclusions he/she may draw from such data. (S)he may employ his/her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

14. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

15. **Faxed or E-mailed bids will not be accepted by Georgetown County.**

16. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

17. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at:

<http://www.gtcounty.org/about/faqs.html>.

18. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
19. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
20. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
21. Publicity releases: contractor agrees not to refer to award of any resulting 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.
22. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
23. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
24. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
25. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

26. All Federally Funded or Assisted Construction Contracts Over \$2,000:

- A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=SC20080033>
- B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

27. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

28. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor s prior to the award of subcontracts exceeding \$10,000

which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

29. ILLEGAL IMMIGRATION: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

30. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed. 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.

31. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

32. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

33. This Invitation for Bid covers the estimated requirements to provide Emulsified Asphalt Pavement Sealing Program, IDIQ for the Georgetown County Public Services Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

34. Form and Style of Bids

- a) Bids in the form of sealed proposals for the Construction of the Project will be received until the time and the date stated in Notice to Bidders.
- b) The Bid shall be submitted on the Bid Form provided; no other form is acceptable.
- c) The successful Bidder will be required to provide verified breakdown of costs of all services and work in a manner acceptable to the Owner.
- d) All blanks on the Bid Form shall be filled in, either typed or printed in ink. The person signing the bid shall initial all corrections or erasures.

- e) Where so indicated on the Bid Form, the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- f) Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern.
- g) Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- h) Bids containing qualifications will be considered irregular, non-responsive and may be disqualified.
- i) A Bid Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
- j) A Bid Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the Bid Form shall be typed or printed below the signature.
- k) When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Bid Form shall be typed or printed below the signature.

35. Request for Information or Clarification:

To ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other staff or Council members regarding the content, timing or scope of these proposals.

**All questions or requests for information should be directed, in writing, prior to the deadline shown in the timeline of this solicitation to:**

**Pamela Bassetti, Senior Buyer**

**Fax: (843) 545-3500, or e-mail: [pbassetti@gtcounty.org](mailto:pbassetti@gtcounty.org)**

[www.gtcounty.org](http://www.gtcounty.org), select “Bid Opportunities” from the Quick Links box on the home page. Construction Contract Documents will also be made available to various plan room locations.

36. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits



General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

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

e. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person

authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

37. **Workman's Compensation Coverage**

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees". These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <http://www.wcc.state.sc.us/Frequently%20Asked%20Questions/FAQ.htm>

38. **Hold Harmless Clause**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

39. **Condition of Items**

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

40. **Workmanship and Inspection**

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

41. **Invoicing and Payment**

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable

P.O. Box 421270  
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

42. Progress Payments (If Applicable)

Contractor's Application for Payment shall be submitted to the Owner on AIA Document G702 and G703--1992 Edition, or such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

43. South Carolina Sales Tax

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

44. Assignment of Contract

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

45. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

46. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

47. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

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

49. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

50. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

51. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

52. Notice of Award

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

53. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

54. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

55. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date.

56. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

57. Substitutions and Product Options

Written requests for changes in products, materials, equipment and methods of construction required by the Contract Documents shall be submitted to the Owner prior to effecting such requested changes.

58. Permits

The successful Offeror must be responsible for obtaining all necessary town, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department.

59. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

60. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

61. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

62. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

63. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

64. Response Clarification

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

65. Bidding Documents

- a) Each Bidder shall carefully examine the Bidding and Contract Documents, General Requirements, Drawings and Technical Specifications and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Bid. Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Bidding and Contract Documents, Project Site and / or local conditions. The Owner shall make such interpretations, corrections or changes to the Bidding Documents and will reply to all questions submitted by the Bidders. The Owner will log all responses and issue an addendum as may be appropriate. The Owner will not be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to Bidders will become a part of the Bidding and Contract Documents. All inquiries shall be directed in writing or transmitted by facsimile to the office of the Owner. No allowance will be made after Bids are received due to oversight and / or error by bidder.
- b) Each Bidder shall carefully review the Bid specifications to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the Owner, in writing, of any discrepancy.
- c) Addenda will be sent through Vendor Registry and on the county website to notify all Bidders of any Addenda changes. Copies of Addenda will be made available for inspection at the office of the County Purchasing Officer. Prior to submitting a Bid each Bidder shall ascertain that he/she has received all Addenda issued, signed and returned with bid.
- d) Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

66. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Exceptions Page
- IRS W9

Additionally, the successful contractor will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.



# Intent to Respond

**REF: Bid#, 19-105, Emulsified Asphalt Pavement Sealing Program, IDIQ**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select Quick Links, "Bid Opportunities" and "Current Bids."

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Reason if **not** responding:

\_\_\_\_\_

**Please return this completed form to Pamela Bassetti, Senior Buyer:**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.



## MANDATORY BID SUBMITTAL FORM

### Bid #19-105, Emulsified Asphalt Pavement Sealing Program, IDIQ,

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

The undersigned, having visited the site of the Work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Construction Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

Name of Company submitting bid \_\_\_\_\_

#### UNIT PRICING

NON CONTRACTOR INSTALLED BASE UNIT RATES		
Line Item	Unit	Rate
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer"	Gal	
Hot rubberized crack sealant	Gal	
Hot air lance for crack sealing	Weekly	
Hot air lance training up to 3 days	EA	
ASTM D977 & AASHTO M140 compliant Polymer Modified Anionic Asphalt Emulsion Rejuvenator	SY	
SCDOT Surface Course Type C Spec Hot Mix Asphalt	TON	
750 gal Truck with 2" Air or Hydraulic Spray Sealer and Squeegee Box Rental	Weekly	
750 gal Truck training up to 3 days at a minimum	EA	
750 gal Truck with 2" Air or Hydraulic Spray Sealer and Squeegee Box Rental	Monthly	
4000 gal Sealer Storage Drop Tank	Weekly	
4000 gal Sealer Storage Drop Tank	Monthly	



<b>CONTRACTOR INSTALLED RATES</b>		
<b>Line Item</b>	<b>Unit</b>	<b>Rate</b>
Condition Assessment Inspections	EA	
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer" application	SY	
<i>** NOTE: installed Sealer rates shall include accounting for protective &amp; environmental measures i.e. tar paper/masking/any authorizations**</i>		
Hot rubberized crack sealant	LF	
ASTM D977 and AASHTO M140 compliant Polymer Modified Anionic Asphalt Emulsion Rejuvenator	SY	
SCDOT Surface Course Type C Spec Hot Mix Asphalt	CY	
Pothole Repair	CY	
Traffic Control – High volume road - in accordance with MUTCD 6C temporary traffic control elements	EA	
Traffic Control – Low volume road - in accordance with MUTCD 6C temporary traffic control elements	EA	
<i>** NOTE: a low volume road would be approximately 400 ADT or less **</i>		
4" Shoulder Striping	LF	
Double Center Line Striping	LF	
Stop Bar – Thermo Plastic	LF	

For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (15%) total for overhead and profit on work performed by the Contractor's own forces and (10%) total on work by Subcontractors.

COMPLETION DATE: Contractor must conform with Division 0, Section 00750, Summary Schedule and Key Milestones.

LIQUIDATED DAMAGES: Liquidated damages for this project shall be three hundred dollars (\$300.00) per calendar day for Contractor's failure to complete any key milestone by its intermediate completion date or the Substantial Completion date. Refer to Division 1, Section 01100, Summary of Work.

The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.

The undersigned, when notified of the acceptance of this Bid proposal, does hereby agree to enter into a Contract with the Owner within five (5) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he / she shall give a Performance Bond and Payment Bond, with good and sufficient surety.

The undersigned further agrees that if awarded the Contract he /she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he / she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he / she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

The undersigned agrees that the Owner's damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.

A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to

award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.

The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contract or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.

It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.

The undersigned affirms that he / she has completed all of the blank spaces on the Bid Submittal Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract. Contractor shall also submit a Schedule of Values as per Section 01331 with the "Bid Form".

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".

**REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation to Bid. The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's response to be disqualified. The following forms identified, as Exhibits to this RFP, shall be included in the response:

- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- IRS W9

Bid cost must remain valid ninety (90) days from bid opening date.

Additional Contractor Information:

1. LLR Contractor Number & Endorsements: \_\_\_\_\_
2. Contact Address: \_\_\_\_\_  
\_\_\_\_\_
3. Contact Person \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. E-Mail address \_\_\_\_\_

6. Remittance Address: \_\_\_\_\_  
 \_\_\_\_\_
7. Accounting Contact \_\_\_\_\_
8. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
9. E-Mail address \_\_\_\_\_

10. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

11. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.
12. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

**Yes**       **No**

13. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

14. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

**Yes**       **No**

15. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.
16. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 19-105 were received.

17.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
- Our company does not accept VISA government procurement cards.

18. Printed Name of person binding bid \_\_\_\_\_

19. Signature (X) \_\_\_\_\_

20. Date \_\_\_\_\_

**IMPORTANT:** Execute acknowledgment of officer or agent who signs this document  
(use proper form on following pages)

[THE REMAINDER OF THIS PAGE IS BLANK]

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of: (\_\_\_\_\_)

Country of: (\_\_\_\_\_)SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me personally came and appeared \_\_\_\_\_ to me Known, who, being by me duly sworn, did depose and say to me that he resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of (\_\_\_\_\_)

Country of (\_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, before me personally came and appeared \_\_\_\_\_ to me known and known to me to described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:**

State of (\_\_\_\_\_)

Country of (\_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he executed the same.

(Seal) \_\_\_\_\_  
Notary Public

[THE REMAINDER OF THIS PAGE IS BLANK]



# **EXCEPTIONS PAGE**

## **MANDATORY BID SUBMISSION FORM**

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
		<b>2</b> Business name/disregarded entity name, if different from above	
		<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
		<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
		<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
		<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
		<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
		<b>6</b> City, state, and ZIP code	
		<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.