



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

INVITATION FOR BID (IFB)

BID NUMBER: 24-058

ISSUE DATE: Tuesday, September 10, 2024

OPENING DATE: Wednesday, October 2, 2024

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference & Site Inspection: [Voluntary-September 17, 2024 at 11:00 AM at Georgetown County Port located at 1324 Dock St., Georgetown, SC 29440]

PROCUREMENT FOR: Timber Dock Demolition at Georgetown County Port

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <https://www.gtcounty.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts: **Nancy Silver**
Phone: (843)545-3076
Fax: (843)545-3500
E-mail: 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 they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. 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

REF: Bid #24-058, Timber Dock Demolition at Georgetown County Port

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 future addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

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, then select "Bid Opportunities" under Quick Links at the bottom of the page to be redirected to the County's e-procurement system.

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: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #24-058

Item	Date	Time	Location*
Advertised Date of Issue:	Tuesday, September 10, 2024	n/a	n/a
Pre-Bid Conference:	Voluntary-Tuesday, September 17, 2024	11:00AM ET	Georgetown Port †
Deadline for Questions:	Tuesday, September 24, 2024	11:00AM ET	n/a
Bids Must be Received on/or Before:	Wednesday, October 2, 2024	3:00PM ET	Electronic
*Public Bid Opening & Tabulation:	Wednesday, October 2, 2024	3:00PM ET	Hybrid

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

† Meeting at Georgetown County Port conference room at 1324 Dock St., Georgetown, SC 29440.

Bid #24-058
Timber Dock Demolition at Georgetown County Port

INTRODUCTION/BACKGROUND

Georgetown County, SC (County) recently took ownership of the former South Carolina Ports Authority (SCPA) property in Georgetown, South Carolina. The former SCPA property is located on the Sampit River and is depicted in Figure 1 below. GEL Engineering, LLC (GEL) conducted a structural and civil engineering evaluation of the site, which included evaluation of the landside and waterside structures, during which the existing timber dock was found to have poor structural integrity. Due to its poor condition, the County’s insurance provider recommended it be demolished due to potential liability in the event of collapse. The scope of work for this bid shall be for the demolition of the dock and proper removal and disposal of the material.

Figure 1:

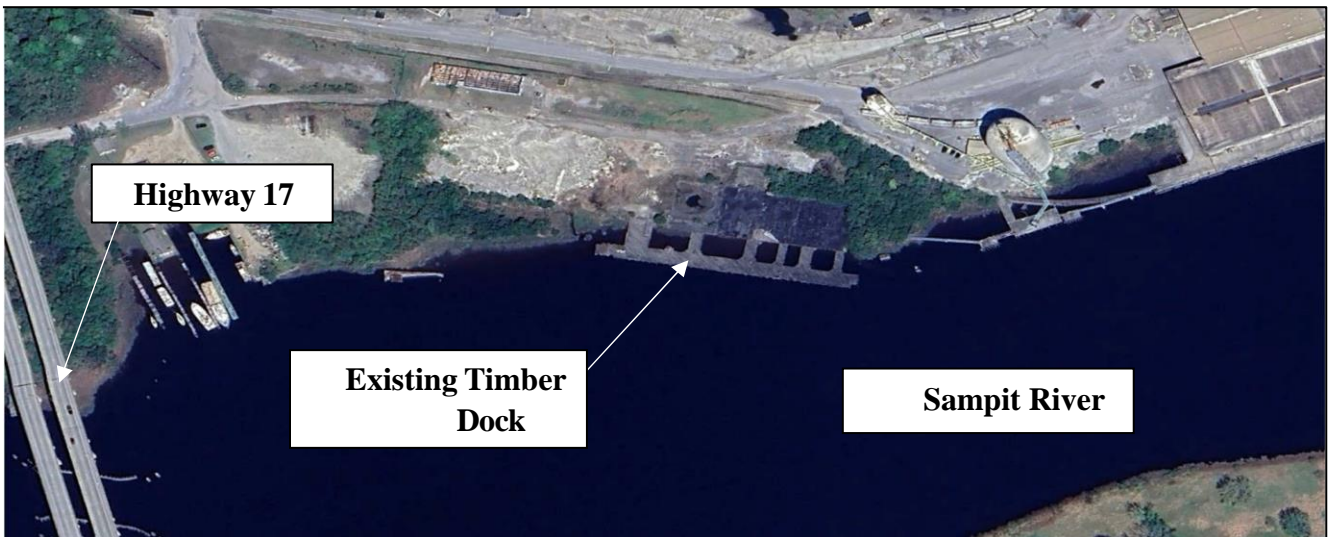


Figure 1-Satellite View of Existing Timber Dock

PRE-BID CONFERENCE & SITE INSPECTION:

A **Pre-Bid Meeting & Site Inspection** will be held on **Tuesday, September 17, 2024 at 11:00 AM** Eastern Time. This meeting is voluntary but attendance is strongly encouraged. We will meet at the Georgetown County conference room located at 1324 Dock St., Georgetown, SC 29440. The purpose of the meeting is to help answer any questions bidders may have regarding the project and provide an opportunity to visit the site. The County's official responses will be provided after the meeting via addendum.

- 1) The bidder shall become familiar with and take into consideration, all site conditions, including but not limited to water and/or soil conditions, which may affect the work and to check all dimensions at the site.
- 2) It is the responsibility of the proposing contractor to accurately measure the areas, and to determine and include all materials and labor required to successfully complete the project.
- 3) 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, labor, and the work.
- 4) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- 5) 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.
- 6) 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.

BID SECURITY

- 1) **Each bid must be accompanied by a Bid Bond** for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Due to the current electronic nature of bidding, the County will no longer accept cashier's checks as a bid bond.
- 2) The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%)

of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract.

- 3) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.

SCOPE OF WORK

1. Remove all existing decking and associated hardware. The removed materials will either be placed on the uplands or a work barge, from which the materials will subsequently be transported for appropriate upland disposal.
2. Remove all existing stringers and associated hardware. The removed materials will either be placed on the uplands or a work barge, from which the materials will subsequently be transported for appropriate upland disposal.
3. Remove all pile caps and associated hardware. The pile caps can be detached from the piles or the piles can be cut below the pile caps to expedite demolition. If the piles are cut, care must be taken to avoid release of contaminants into the river. The removed materials will either be placed on the uplands or a work barge, from which the materials will subsequently be transported for appropriate upland disposal.
4. Remove all existing timber piles by extraction, if possible. If the piles cannot be extracted due to poor condition and potential breakage, the piles will be cut at the mudline, removed from the water, and placed on the uplands or work barge, from which the materials will subsequently be transported for appropriate upland disposal.
5. The crane/equipment operator will remove the piles slowly to minimize turbidity in the water column and sediment disturbance.
6. The operator will minimize overall damage to the timber piles during removal. In particular, the treated wood piles will not be broken off intentionally by twisting, bending, or other deformation. This will reduce the release of wood-treating compounds and wood debris. If extraction is not possible, the piles will be cut at the mudline for removal.
7. The piles will not be shaken, hosed-off, stripped or scrapped off, or left hanging to drip. The piles will be moved as expeditiously as possible to the work barge or upland area.
8. The materials will be transported in a manner to restrict the release of debris to the aquatic environment.
9. **Access**- Due to the poor condition of the dock, this demolition will occur over-the-water since the dock cannot support heavy equipment.
10. **Disposal**- Creosote-treated wood materials will be disposed of in a manner that precludes their further use and is in accordance with local and state regulations. The Contractor shall transport

and pay for the disposal of all demolished materials at a permitted landfill that accepts creosote-coated timber. The County Landfill is a permitted landfill for disposal of this material. However, the Contractor will be responsible for any and all landfill fees. The cost to dispose of special waste at the County Landfill is \$80/ton.

11. **Clean-up**-Turbidity curtains or booms must be installed in the water to retain floating debris. Daily housekeeping on the landside and waterside are required. Contractor is required to furnish a retrieval boat at all times, to assist in gathering the flotsam. A diver swim-by is required after all work has been completed to verify that all piles have been cut at the mudline and to ensure that no debris has been left behind.
12. Demolition of any existing bulkhead or other retention structure is not included in this scope.
13. See attached Appendix A for abandoned timber dock photographs. See attached Appendix B for Engineered Drawings. GEL Engineering, LLC is the engineer of record for this project.

GENERAL REQUIREMENTS

1. The County is seeking a responsible vendor who has experience with marine demolition. In an effort to not limit competition, the County will not require the vendor to hold a marine license for this work. **However, in order to be considered a responsible offeror, the Contractor must show proof of either a current marine contractor's license or a general contractor's license. The Contractor must also be able to demonstrate experience with similar marine demolition projects with references on the provided "Statement of Experience" form attached herein.**
2. Demolition shall be performed in such a way as to not damage nearby facilities. The Contractor will be responsible for the proper disposal of all materials and any fees, including but not limited to the County's landfill tipping fees, and any and all transportation costs associated with the disposal.
3. The construction schedule shall be coordinated with and approved by the County's Designated Project Manager.
4. The Contractor shall be responsible for the safety of the general public, County personnel, their employees, and any of their sub-contractors. The Contractor will be solely liable for any damages that may result from the Contractor's performance or lack of performance.
5. Upon completion of each project as designated on the approved project schedule, the County's Designated Project Manager will inspect the Work. Any punch list items shall be notated and corrected by the Contractor immediately.
6. **Permits:**
The awarded Contractor will be responsible for obtaining any and all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses must be provided to the County.

7. Insurance:

The awarded Contractor will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured per the County's insurance requirements as listed within the Instructions for Providers section included herein. The County is also requiring the additional insurances of the following: USLH & MEL \$1,000,000 and Pollution \$1,000,000 for this project.

8. Retainage:

Retainage in the amount of ten percent (10%) of the total costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

9. Liquidated Damages:

This project will be subject to a completion schedule as indicated below. Liquidated damages will occur at a minimum of \$500 per day for the Contractor's failure to meet the below milestone.

Key Milestone: **Final Completion** 120 Calendar Days from Notice to Proceed (NTP)

EVALUATION & AWARD

The Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible bid as determined by the County. In determining the lowest and most responsive and responsible bidder, in addition to cost, the following factors shall also be considered: the number of days for mobilization of contract, the number of days for completion of services at all locations, ability to comply with all bid requirements, customer references showing satisfactory past record of performance with other clients including the quality of work, reliability, capability of staffing, Contractor's experience with similar size and scope of project, and past record of performance with the County.

The Purchasing Officer shall have the final authority to determine responsive and responsibility of offeror. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County.

While there is no DBE goal requirements for this project, the selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

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APPENDIX A

ABANDONED TIMBER DOCK PHOTOGRAPHS

DRAFT



Photograph A 1 – Overall Abandoned Timber Dock Looking Northeast (South Fascia Shown)



Photograph A 2 – Overall Dock Looking South



Photograph A 3 – Overall Dock Looking South



Photograph A 4 – Overall Dock Looking East



Photograph A 5 – Typical Approach Pier Looking Northeast



Photograph A 6 – South Face of North Section Looking Northeast



Photograph A 7 – Typical Deck at North Dock Section Looking Northeast



Photograph A 8 – Typical Top of Deck



Photograph A 9 – Storage Shed on South Edge Looking Northeast



Photograph A 10 – West End of South Fascia Looking Northwest



Photograph A 11 – Typical Railing



Photograph A 12 – Typical Underside of Deck



Photograph A 13 – Damaged Southeast Corner



Photograph A 14 – Damaged Southeast Corner



Photograph A 15 – Unsupported Deck at Southeast Corner



Photograph A 16 – Typical Damaged Pile Above Waterline



Photograph A 17 – Typical Damage Along Fender System



Photograph A 18 – Typical Damaged Fascia Beam at Fender System



Photograph A 19 – Broken Fascia Beam at Fender System



Photograph A 20 – Typical Damage Along Exterior Edge of Deck



Photograph A 21 – Typical Missing Decking



Photograph A 22 – Typical Weathering at Deck

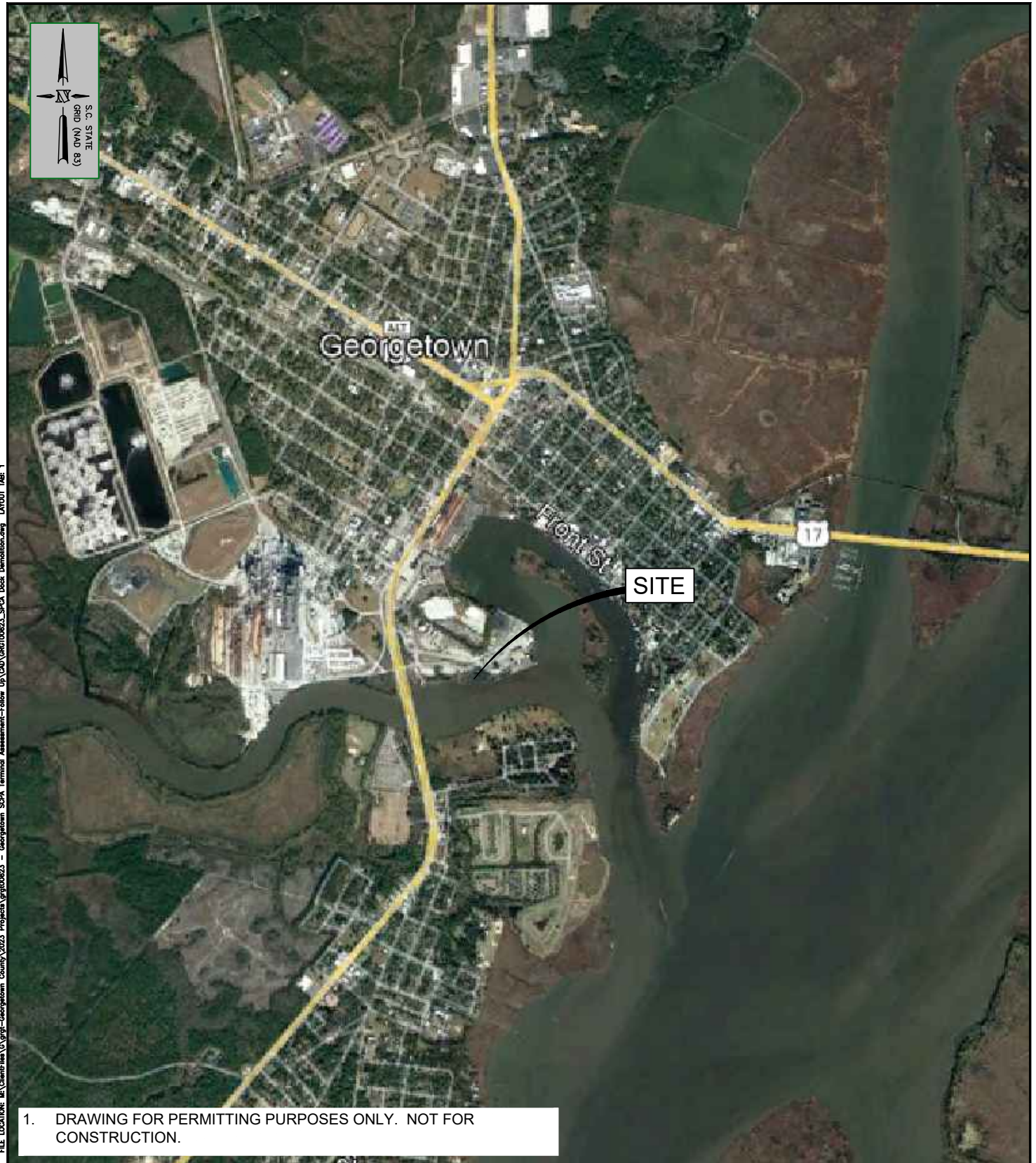


Photograph A 23 – Typical Bowed Deck Boards at Deck



Photograph A 24 – Damaged Supply Shed at North Edge of Relieving Platform

APPENDIX B

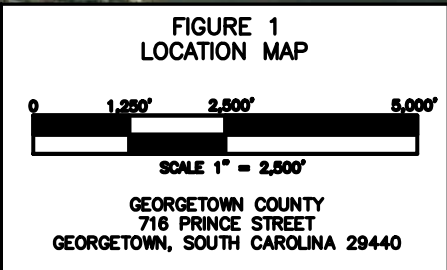


1. DRAWING FOR PERMITTING PURPOSES ONLY. NOT FOR CONSTRUCTION.

APPLICANT: GEORGETOWN COUNTY

LATITUDE: 33.35938°
LONGITUDE: -79.29045°

SURVEY DATUM: NAVD88



PROPOSED: TIMBER DOCK RECONSTRUCTION

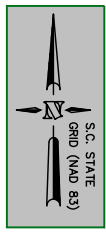
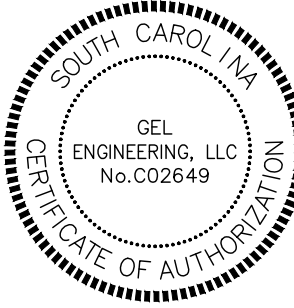
NEAR: 1324 INTERNATIONAL DRIVE
 GEORGETOWN, SOUTH CAROLINA 29440

IN: CITY OF GEORGETOWN

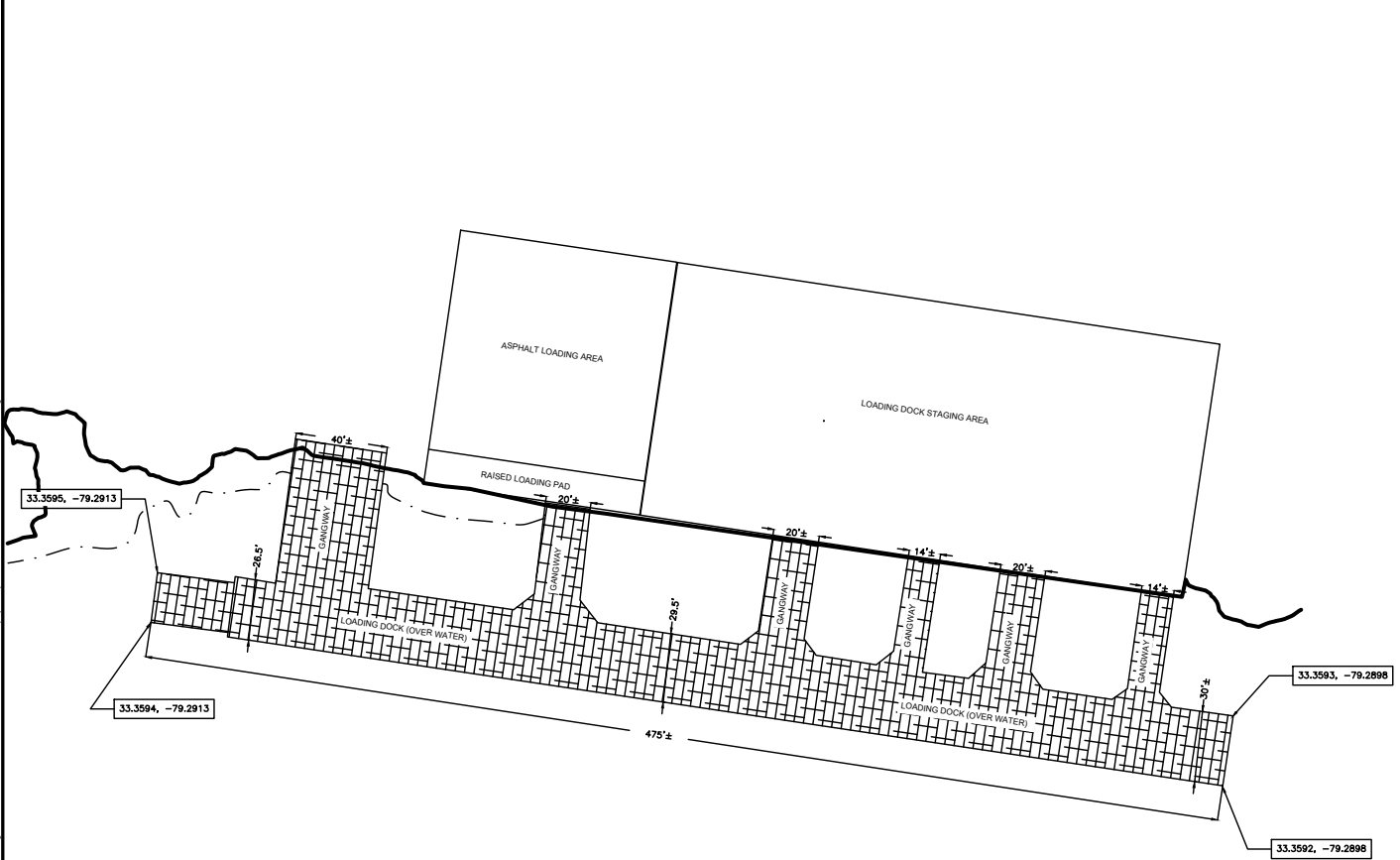
COUNTY OF: GEORGETOWN
 SOUTH CAROLINA

SHEET: 1 OF 4 **DATE:** 04.15.2024

FILE LOCATION: M:\ClientFiles\0\grgt-Georgetown County\2023 Projects\grgt00623 - Georgetown SCPA Terminal Assessment-Follow Up\CAD\GRT00623_SPCA Dock Demolition.dwg
 LAYOUT TAB: 1
 PLOTTED: Aug 06, 2024 - 10:48am
 BR: Eric.Beach



FILE LOCATION: M:\ClientFiles\G\grgt-Georgetown County\2023 Projects\grg00823 - Georgetown SCPA Terminal Assessment-Follow Up\CAD\GRT00823_SCPA Dock Demolition.dwg
 LAYOUT TAB: 2
 PLOTTED: Aug 05, 2024 - 10:46am
 BR: Eric.Beach



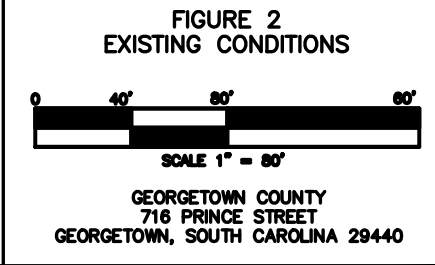
1. DRAWING FOR PERMITTING PURPOSES ONLY. NOT FOR CONSTRUCTION.
2. EXTENDED PROPERTY LINES > 100 FEET FROM TIMBER DOCK.
3. MARSH GRASS AND MEAN HIGH WATER (MHW) ESTIMATED VIA AERIAL REVIEW.

LEGEND	
	MEAN HIGH WATER (MHW)
	EDGE OF MARSH GRASS
	TIMBER LOADING DOCK TO BE REPLACED

PURPOSE: TIMBER DOCK RECONSTRUCTION
APPLICANT: GEORGETOWN COUNTY

LATITUDE: 33.35938°
LONGITUDE: -79.29045°

SURVEY DATUM: NAVD88



PROPOSED: TIMBER DOCK RECONSTRUCTION

NEAR: 1324 INTERNATIONAL DRIVE
 GEORGETOWN, SOUTH CAROLINA 29440
IN: CITY OF GEORGETOWN

COUNTY OF: GEORGETOWN
 SOUTH CAROLINA

SHEET: 2 OF 4 **DATE:** 04.15.2024



Instructions for Providers
Bid #24-058
Timber Dock Demolition at Georgetown County Port

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

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 three (3) 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:**

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Sealed bids to provide **Timber Dock Demolition at Georgetown County Port** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Inclement Weather/Closure of County Courthouse**
Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.
4. 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.

5. 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.

6. 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.

7. Definitions:

a) The terms “Proposer”, “Offeror”, “Vendor” 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 “**Timber Dock Demolition at Georgetown County Port**”, “Demo” or “Service” refers to the **complete set of services** 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.

8. 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.

9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.

10. 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.

11. 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>.
12. 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.
13. 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. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded 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: <https://sam.gov/content/wage-determinations>
 - 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.

22. 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 in section 30-4-40. 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.

23. 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.

24. 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 subcontractors 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.

25. 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.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Invitation for Bid covers the estimated requirements to provide Timber Dock Demolition at Georgetown County Port for the Georgetown County Economic Development Department. The purpose is to establish a lump sum fixed price and guaranteed completion schedule.

28. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

31. Insurance Requirements:

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 (a/k/a Errors and Omissions)

N/A.

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.

32. 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: <https://www.wcc.sc.gov/>

33. 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.

34. 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.

35. 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.

36. Invoicing and Payment

The Contractor 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, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

South Carolina Sales Tax

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

37. Assignment of Contract

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

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) 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 sixty (60) 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 sixty (60) 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.

39. 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.

40. 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.

41. Applicable Laws

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

42. 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.

43. 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.

44. 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.

45. Notice of Award

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

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, 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.

47. 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 #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

50. 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.

51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

52. Permits

The successful Offeror must be responsible for obtaining all necessary city, 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. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

53. 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.

54. 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 click on the "Expired" tab and double click the link under the individual bid listing.

55. 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.

56. 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.
57. 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.
58. Response Clarification
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
59. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.
60. Retainage, in the amount of ten percent (10%) of the total costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.
61. The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER
Bid #24-058, Timber Dock Demolition at Georgetown County Port
(Mandatory Bid Submittal Form)

COUNTY OF: _____)

STATE OF: _____)

_____ being first duly sworn, has made oath that they are the
 (Print/Type Name of Person Authorized to Bind Company)

_____ of _____
 (Print/Type Title-i.e. Owner, President, etc.) (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative to any association or to any member or agent thereof.

Signature of Offeror: _____

Sworn to and subscribed before me this _____ day of _____, 2024.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____

My Commission Expires: _____

Affix Notary Seal Below:



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE
Bid #24-058, Timber Dock Demolition at Georgetown County Port**

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.”

In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: _____

I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is _____ [City and State].

Signature of Company Officer



LIST OF PRIME AND SUBCONTRACTORS
Bid #24-058, Timber Dock Demolition at Georgetown County Port
(Mandatory Bid Submittal Form)

The undersigned states that the following is a full and complete list of proposed prime contractor and Sub-contractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

Prime Contractor, Subcontractor Consultants and Address	Class of Work to be Performed
1) _____ _____	_____ _____
2) _____ _____	_____ _____
3) _____ _____	_____ _____
4) _____ _____	_____ _____
5) _____ _____	_____ _____
6) _____ _____	_____ _____

Date: _____ **Firm Name:** _____

Signed: _____ **Title:** _____



STATEMENT OF EXPERIENCE
Bid #24-058, Timber Dock Demolition at Georgetown County Port
(Mandatory Bid Submittal Form)

The Bidder is required to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents. For Reference, please provide a contact name, their title, email address, and phone number. **The County is specifically seeking experience with other marine demolition. Failure to provide specific marine demolition type references may be cause for your firm to be deemed non-responsible.**

Project Name/Description & Location

Reference

1)		
2)		
3)		
4)		
5)		

Date: _____ **Firm Name:** _____

Signed: _____ **Title:** _____



BID FORM
Bid #24-058 Timber Dock Demolition at Georgetown County Port
(Mandatory Bid Submittal Form)

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.

1. Name of Company submitting bid _____

2. **BASE BID:** Bidder / Proposer agrees to perform all of the work described in the specifications for the lump sum of:

_____ \$ _____
(words shall govern)

3. Bid cost must remain valid ninety (90) days from bid opening date. Bid prices shall include all costs for a complete project such as but not limited to the cost of mobilization, bonds, materials, equipment, labor, sales tax, and anything else required to perform all Work described herein.

4. **VENDOR CHECKLIST**

Except as otherwise indicated in Procurement Ordinance #20-32, the following items below **must be** returned as part of the Bid Submission package. The Georgetown County Purchasing Officer shall be the sole and final authority in determining responsiveness.

- Non-Collusion Affidavit/Oath
- Residence Certificate for Local Preference
- List of Prime and Subcontractors
- Statement of Experience
- Bid Submittal Form
- Exceptions Page
- 5% Bid Bond
- Any & All Addendum Acknowledgement Forms (if applicable)

5. Contact Address: _____

6. Contact Person: _____

7. Telephone Number: _____ Fax Number: _____

8. E-Mail address: _____

9. Remittance Address: _____

10. Accounting Contact: _____

11. Telephone Number: _____ Fax Number: _____

12. E-Mail address: _____

13. 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 SAM.gov | [Home](#) for additional information.]

14. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

15. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

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

17. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

18. 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

19. 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.

20. 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. 24-058 were received.

21. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes No

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes No

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.) _____

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

22. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your 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. [07-7B097-1]

23.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _
- Our company does not accept VISA government procurement cards.

24. Printed Name of person binding bid _____

25. Signature (X) _____

26. Date: _____



EXCEPTIONS PAGE

Bid #24-058, Timber Dock Demolition at Georgetown County Port **(Mandatory Bid Submittal Form)**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".