



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

REQUEST FOR PROPOSAL (RFP)

BID NUMBER: 22-051

ISSUE DATE: Wednesday, August 24, 2022

OPENING DATE: Wednesday, September 14, 2022

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: [NONE]

PROCUREMENT FOR: Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, IDIQ

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.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: RFP #22-051, Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, IDIQ

If your company intends to respond to this solicitation, please complete and promptly return this form. We also encourage you to visit <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=80b55190-4fef-4799-912d-3459328cf6f3> 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 select "Bid Opportunities" under Quick Links.

- 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: Request for Proposal #22-051

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, August 24, 2022	n/a	n/a
Pre-Bid Conference/Site Inspection:	NONE	n/a	n/a
Deadline for Questions:	Wednesday, September 7, 2022	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, September 14, 2022	3:00PM ET	Electronic
*Public Bid Opening & Tabulation:	Wednesday, September 14, 2022	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.

REQUEST FOR PROPOSAL RFP # 22-051

Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, IDIQ

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with a qualified vendor for emergency and non-emergency remediation services such as but not limited to storm damage, water damage, fire damage, and smoke damage. The County is also seeking for this RFP to include abatement and remediation services for asbestos, lead-based paint, microbial, mold, and other hazardous materials, which may affect an individual's health/air quality. The services within this request for proposal are anticipated to be used on an as needed basis for remediation services due to emergency and/or disaster situations such as that from storm and flood damage but shall not be limited to such use. These services shall also include project needs as they arise such as but not limited to services that may be needed due to daily facility service tasks or construction projects. It is the intent of the County to award all services within this RFP to a single provider.

Due to the uncertainty of emergency events, there will be no guarantee on the amount or type of work to be performed under this contract. Work to be performed under this contract will be on an as needed basis by issuance of task orders/purchase orders. The Contractor shall submit an estimate for each project to be performed based on the fixed unit prices provided within their submitted fee proposals. Unit prices shall not change over the term of the contract. Due to the emergency nature of such services, verbal requests for services by a Designated County Representative may be issued. In such instances, task orders/purchase orders may be issued as "confirming" after the situation has been controlled.

The contract shall be for a one-year term with automatic annual renewals up to a maximum possible contract period of five (5) years, pending approval by the Public Services Department of satisfaction of services.

The estimated budget for these services is variable and at the discretion of the County.

The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents, or subcontractors of any tier shall be competent to perform the services required under this RFP document.

2.0 SCOPE OF WORK

Services by the Contractor are divided into responsibilities as outlined below. The County reserves the right to expand the Scope of Work identified herein, add additional tasks, or terminate services at any stage/phase.

GENERAL SCOPE OF WORK REQUIREMENTS

The Contractor shall be responsible for conducting remediation services such as but not limited to fire, smoke, storm, water, and mold damage. The Contractor shall be responsible for the removal and disposal of items such as but not limited to: asbestos, lead-based paint, microbial, mold, and other hazardous materials. For purposes of this contract, hazardous materials shall be defined as using the Environmental Protection Agency's (EPA's) definition as follows, "a hazardous waste is a waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment. Hazardous waste may be generated from many sources, ranging from industrial manufacturing process wastes to batteries and may come in many forms, including liquids, solids, gases, and sludges." The Contractor will be responsible for emergency removal, clean up, and/or disposal of friable and non-friable asbestos-containing material and material contaminated with asbestos including disposable equipment and clothing. Other environmental response services may include but are not limited to, building/contents restoration, drying and dehumidification, and duct cleaning.

Under this contract, the Contractor shall be responsible for remediation services to include but not limited to such items as drying, containment, decontamination, removal, treatment, transportation, disposal, stabilization of building structures, finishes and/or other impacted properties, and/or restoration of buildings/structures. The Contractor shall provide for the emergency and non-emergency removal, and disposal of any hazardous substances and/or pollutants including but not limited to: hazardous materials, hazardous wastes, emissions, and/or discharges. The Contractor shall provide emergency response services to abate asbestos that may pose an imminent health and/or cause an environmental danger to workers and occupants. It is the intent of the County to award all services within this RFP to a single provider. If the Contractor does not typically perform all of the tasks outlined within this RFP in-house, the Contractor shall provide a list of proposed subcontractors, which they may use to fulfill the duties under this contract. Dependent upon the needs of each project and/or emergency, the County may elect under this contract to use only a portion of the services listed above, all services, or a combination of services.

The qualified Contractor must possess the proven ability to respond to an emergency environmental response request and must be ready, willing, and able to perform those emergency environmental response services, as requested by the County, 24 hours a day, 365 days a year, with professional trained and licensed personnel, and possess sufficient equipment, vehicles and supplies. The Contractor must also be ready, willing, and able to perform non-emergency environmental response services. These non-emergency services will typically require a 1- to 2-day response time by the Contractor. The Contractor will also be responsible for providing the County with accurate and complete recordkeeping and reports of all services performed under the Contract.

The Contractor shall agree and understand that the County for each project shall have full and final authority for but not limited to the following so long as it does not go against federal, state or local laws:

- Approval of proposed cleanup/decontamination procedures;
- Determination of completion of each project phase;
- Review and approval of daily cost figures and/or project estimates (such approvals must be in writing);
- Disapproval of the use of certain equipment, personnel, materials, services, and/or procedures;
- Hours of work and/or days of work;
- Establishment of proper safety protocol;
- Stopping work for safety or for environmentally unsafe activities or procedures;
- Subcontractors proposed to be utilized on the project.

Proposals shall have a comprehensive and integrated approach to preparedness, planning, response, and recovery. When called to perform under this contract, the Contractor shall ensure the above stated purpose is satisfied.

PERSONNEL

The Contractor must have on staff highly qualified and licensed (as required) personnel. All services to be performed by the Contractor, which require the exercise of professional skills or judgment, must be accomplished by professionals accredited and/or licensed (according to applicable regulatory requirements and certifications) to practice in the applicable professional discipline in the State of South Carolina or other required authority. The Contractor must be professionally and technically responsible for the accuracy of all services, work and on-scene activities including safety protocol, performed and furnished to the County.

VEHICLES

The Contractor must have emergency response vehicles/watercrafts, which are licensed and equipped according to all applicable laws, rules, and regulations. The vehicles/watercrafts must be stocked with equipment and supplies essential for the containment, identification, and clean-up of environmental response service occurrences.

EQUIPMENT SUPPLIES

The Contractor must have applicable equipment and supplies, including but not limited to, personal safety equipment/supplies, respiratory equipment, environmental protections suits and other protective equipment, safety shower/eyewash assembly, road and safety equipment, first aid equipment, absorbent materials, equipment and materials required to contain releases, neutralize spills and other immediate services.

LAWS/REGULATIONS

The Contractor must be familiar with applicable federal, state, county, and municipal laws, statutes, ordinances, and executive orders including, but not limited to, the following: U.S. Environmental Protection Agency (USEPA), South Carolina Department of Health and Environmental Control (SCDHEC), Resource Conservation and Recovery Act (RCRA), and Occupational Safety and Health Administration (OSHA).

RECORDKEEPING

After remedial activities have been designed and implemented, the Contractor will be responsible for monitoring and recording all abatement procedures to ensure that they comply with applicable Federal, State, and Local laws and regulations, as well as the requirements of specific project specifications. Appropriate notes, letters, and filings with regulatory agencies shall be kept by the Contractor. The Contractor shall provide, if necessary, any additional information to aid the County in addressing any concerns/questions from employees/public regarding the abatement procedures.

The Contractor must coordinate all items related to report format and contract work with the County for compliance and conformity with industry norms and established in conjunction with the requirements of the County. All reports, documents, data, manifests and methods of notification must comply with applicable laws, statutes, ordinances, codes, orders, rules and regulations. Partial or incomplete reports, documents, data, manifests and methods of notification will not be considered as satisfying the specific submittal requirement of the work or services performed. All documents, data, studies and reports as instruments of services that are to be provided will become the property of the County. During the performance of the services provided by the Contractor, the Contractor must be responsible for any loss or damage to the samples and/or documents lost or damaged while they are in the Contractor's possession or record storage/retainage and any such document lost or damaged must be restored at the expense of the Contractor.

COMPLIANCE WITH FEMA REGULATIONS

In the event the Contract is funded with Federal Emergency Management Agency (FEMA) grant funds, then notwithstanding anything in the Contract to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Federal Disaster Assistance For Disasters regulations found in 44 CFR 206 ("Regulations") which is incorporated by reference as if fully set forth here. The Contractor must not by action or omission cause the County to be in breach of the terms and conditions of the Federal Emergency Management Agency.

3.0 PROPOSAL REQUIREMENTS

Proposers shall provide one (1) electronic, reproducible original RFQu submittal in pdf format, clearly labeled with the firm's name and the bid number. The RFQu response must be complete, clear and concise, not to exceed forty (40) 8½" x 11" pages (may be fewer) and numbered at the bottom right hand corner of the page. The submittal shall use a minimum 12-point Times New Roman font. All sections shall be clearly labeled as listed below for ease of evaluation. The County's Mandatory Bid Submission Forms included herein will not count towards the page limitation. All other pages will apply to the page limitation.

Proposers are encouraged to follow in their responses the sequence of the proposal requirements outlined here. Responses should be clear and relevant. Proposals should provide the detail necessary to allow the County to properly evaluate the offeror's proposal to provide the required services. The County does not accept liability for any costs, which the Proposer may incur, in responding to this RFP. Any cost(s) shall be the responsibility of the Proposer alone.

Respondents are required to submit the following items in the format provided as a complete proposal:

TECHNICAL PROPOSAL

3.1 COVER LETTER

The offeror shall complete and submit a cover letter to summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the cover letter and attached Mandatory Submittal Forms. The letter must stipulate that the proposal price(s) will be valid for a period of at least ninety (90) days. The cover letter shall indicate the mailing address, physical address (if different) and telephone number of the Contractor's office as well as the main contact person's name and email address for proposal questions and the name and email address (if different) of the authorized person for issuance of formal letters and/or contract purposes.

3.2 BACKGROUND AND PROJECT SUMMARY

The Background and Project Summary section should describe the Contractor's understanding of the County's intent, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Work" section of this RFP.

3.3 METHODOLOGY

Provide a detailed description of the approach and methodology to be used to accomplish the "Scope of Work" of this RFP. The Methodology section should include the following:

- a. An implementation plan that describes in detail (a) the methods, including controls by which your firm manages projects of the type sought by this RFP; and (b) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work described herein.
- b. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" Section.
- c. Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.
- d. List any Subcontractors that the Contractor would use for the requested services. Please note that the contract would be with the selected Contractor only and prices should reflect any and all costs that the Contractor would need for payment of their own subcontractors.

3.4 QUALIFICATIONS

The information requested in this section should describe the qualifications of the firm, key staff and subcontractors performing projects within the past five (5) years that are similar in size and scope to that requested in the RFP. Information shall include the following:

- a. Names of key staff that participated on named projects and their specific responsibilities with respect to the "Scope of Work."
- b. A summary of the firm's demonstrated capability, including length of time that the firm has provided the services being requested herein.

- c. Provide at a minimum three (3) references (preferably of similar size and scope) that received similar services from your organization. The County reserves the right to contact any of the organizations or individuals listed. Information shall include:
- Client name, address, contact person name, telephone and email address.
 - Project description
 - Project start and end dates
 - Nature and extent of Contractor's involvement as the prime Contractor, identify services and if any, subcontracted services, and to what other company.
- d. Provide examples of past project schedules, identifying all tasks and deliverables that were performed, durations for each task, and overall time of completion for each task assigned.
- e. Provide copies of any licenses and/or certifications for the services required within this RFP such as but not limited to hazardous materials handling and other such licensures/certifications for the professional services requested herein.
- f. Attach a current financial statement, preferably audited, including your organizations latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities, and other liabilities.

3.5 FEE PROPOSAL

Provide your organization's fee schedule for each of the services requested within this RFP. Include any labor or hourly staff costs and detailed task oriented unit pricing. If awarded, the unit prices provided will remain constant throughout the term of the contract and shall be used to determine total project costs. Proposals that fail to include cost proposal information in Exhibit A and Exhibit B will be rejected as incomplete and deemed nonresponsive.

a. UNIT COST PRICING-See Exhibit A

For purposes of comparing costs among Respondents, Respondent must include the items listed in the cost tables in Exhibit A. The Respondent must add other items to create a comprehensive cost proposal that provides all charges and fees that the County could incur. Include additional equipment available and any disposal costs. If applicable, provide a breakdown of labor rates for regular time, over time, hazardous, non-hazardous, etc. The County reserves the right to negotiate the rates set forth in the cost exhibit, terms, and conditions with the selected Contractor.

b. SCENARIO PRICING-See Exhibit B

Prepare a scope of work and cost estimate for the corresponding scenario(s) provided in Exhibit B. The cost estimates must be prepared using the comprehensive cost proposals provided in Exhibit A. The scope of work should describe your approach and methodology to address the scenario presented, response time, reporting and recordkeeping, where required.

5.0 EVALUATION AND AWARD CRITERIA

The County’s Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. The Committee may elect to seek additional information from any or all proposers. The Committee may elect to interview offerors to aide in their evaluation process. Price shall be considered, but need not be the sole determining factor. The following criteria will be used in the evaluation process:

- Compliance with RFP requirements & Understanding of Services 20%
- Methodology 25%
- Qualifications 25%
- Price/Fee Proposal 30%

If necessary, the County reserves the right to negotiate with the highest ranked offeror. If negotiations are not deemed satisfactory with the highest ranked offeror, negotiations may be performed with the second highest ranked offeror, and so on and so forth until an acceptable negotiation can be made. Once a final determination has been made, a notice of intent to award letter will be mailed out to all respondents. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to sign a contract with the County of Georgetown. The successful firm shall execute and return the contract documents to the County within fifteen (15) days of receipt. The County reserves the right to include additional terms and provisions, as negotiated.

6.0 ADDITIONAL REQUIREMENTS

Insurance

Insurance certificates listing the County of Georgetown as an additional insured are required if awarded but are not required at the time of bid. Please refer to the “Insurance” and “Worker Compensation Coverage” sections listed under the following “Instructions for Providers” section.

Bonds

Due to the unknown balance of the projects to be had under this RFP, no bid bonds will be required.

Liquidated Damages (LD)

If any project is not completed by the negotiated and agreed upon deadlines as set forth on the task order, liquidated damages may be incurred at the following rates:

Project Amount		Amount of LD to be Deducted for Each Calendar Day Overrun in Time
More Than:	But Not Exceeding:	Daily Liquidated Damages
\$0	\$50,000	\$100
\$50,000	\$100,000	\$200
\$100,000	\$500,000	\$300
\$500,000	\$1,000,000	\$400
\$1,000,000	\$2,000,000	\$500
\$2,000,000	and over	\$600



Instructions for Providers
RFP #22-051
Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation
Services, IDIQ

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 **Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, IDIQ** 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**
Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. 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 “**Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, IDIQ**” 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://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false.
 - 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 Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services 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.

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. 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.

30. 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.

31. 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.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 60 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

50. 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.

51. 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.

52. 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.

53. 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>.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. Response Clarification

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

60. Due to the CDBG funding related to this purchase, the County's Local Vendor Preference Option will not apply to this procurement.

61. Vendor Checklist

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

- Non-Collusion Affidavit
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Exceptions Page
- Technical Proposal
- Fee Proposal (Must include Exhibit A-Unit Pricing & Exhibit B-Scenario Pricing)
- Addendum Acknowledgement (If Issued)

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
(Mandatory Bid Submittal Form)**

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2022

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Printed Name of Notary: _____

Signature of Notary: _____

(Note: Affix Notary Seal Below)



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

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].

(X) _____
Signature of Company Officer



MANDATORY BID SUBMITTAL FORM

Bid #22-051

Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation Services, 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.

1. Name of Company submitting bid _____
2. Technical Proposal Attached? Yes No
3. Fee Proposal Attached? Yes No
4. Bid cost must remain valid for ninety (90) days from bid opening date.
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. List a minimum of three (3) Customer References for similar size and scope of services.
Note: Georgetown County cannot be counted as a reference.

Entity Name:	
Contact:	
Title:	

Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	

E-Mail Address:	
Brief Explanation of Relationship:	

14. 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.]

15. 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.

16. 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

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

18. 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.

19. 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

20. 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.

21. 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. 22-051 were received.

22. 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.)

23. **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]

24.

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.

25. Printed Name of person binding bid _____

26. Signature (X) _____

27. Date: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**RFP #22-051 , Water, Fire, Mold, Asbestos and Other Hazardous Materials Remediation
Services, IDIQ**



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. If none, write "NONE".

Exhibit A-Unit Pricing

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. The County will not accept minimum labor pricing.

Hourly Rates

A. Please list all job titles that will be involved in this work with their corresponding hourly rate under normal business hours for each using this format.

Job Title	Emergency	Non-Emergency
1.		
2.		
3.		
4.		
5.		
6.		

B. If pricing varies for after regular business hours, weekends, holidays, or overtime rates, provide these rates for each Job Title below. (Additional pages may be used if needed)

Job Title	Emergency *	Non-Emergency*
1.		
2.		
3.		
4.		
5.		
6.		

***Please specify when these rates will apply**

C. Attach equipment list and equipment rate sheet (Hourly/Daily/Weekly).

D. List any additional fees that may apply, subcontract fees, and/or mark-ups.

*****Note: Any additional costs must be identified as part of this Unit Pricing section. The County will not pay for any hidden costs. These prices shall remain fixed for the duration of the Contract term.**

Exhibit B-Scenario Pricing

Clearly mark your responses as Scenario 1, Scenario 2, and Scenario 3. Provide a clear quote with unit price breakdown for each Scenario. Also, include a brief summary explaining the procedures that would be taken for each Scenario.

Scenario 1. Emergency Response for a Boiler Explosion: The County calls the Contractor to respond to a boiler that exploded. The boiler door has been blown off and the TSI pipe insulation in the immediate area has been damaged from the event. The boiler is located in a typical mechanical room about 40' x 40' and is not at a school. The caller states that "there is stuff all over the floors, walls and ceilings." For the purpose of this scenario, no asbestos is present. Please describe and price your normal protocol.

Scenario 2. Non-Emergency Scheduled Abatement and Maintenance Project: Contractor is tasked with abating asbestos containing material 9" x 9" floor tiles, cove base and mastic in a 10' x 10' room. Concrete floor is underneath the asbestos containing material floor tiles. Work needs to be conducted after normal business hours and the location is not at a school. Some remaining heavy office furniture would need to be moved out of the space.

Scenario 3. Emergency Response for Flooding: The County calls the Contractor when they arrive at 8:30 AM Monday morning for an emergency clean up at a two-story office building from flooding that occurred from a storm on Friday night. Some of the impacted building materials have visible mold growth and the carpet/drywall is wet. There is an inch of standing water in some of the carpeted offices on the first floor. The water was from hurricane flooding and thus will be a FEMA reimbursable expense. Assume five (5) offices were directly impacted and each office is 10' x 20' with 10 foot ceilings, and carpet. All the furniture in all five (5) offices was impacted with water. Each office contains one (1) desk with phone and computer, three (3) chairs, and two (2) file cabinets. Additionally, two (2) offices were affected by a leak in the ceiling from the hurricane. Both of the offices have suspended ceilings that are wet but no other damage to those two (2) offices. Electrical power is still available throughout the entire building. Employees have been displaced. For the purpose of this scenario, no asbestos is present. Please describe and price your normal protocol.