



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

BID NUMBER: #20-029

ISSUE DATE: April 8, 2020

**OPENING DATE: Wednesday, April 22, 2020
(Eastern NIST)**

OPENING TIME: 3:30PM

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

PROCUREMENT FOR: Emulsified Asphalt Pavement Sealing Program IDIQ

IMPORTANT COVID-19 NOTICE: Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/purchasing/default.html> 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, due to the office closure to the public at the time of this bid issuance, these bid openings will not be open to the public, but will be accompanied by at least one witness. As usual, following the bid opening, bid tabulation results will be posted online for the public's viewing.

MAILING ADDRESS:

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

STREET ADDRESS:

Georgetown County

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

Purchasing Contacts: Pamela Bassetti

Phone (843)545-3082
Fax: (843)545-3500
E-mail: pbassetti@gtcounty.org

Nancy Silver

(843)545-3076
(843)545-3500
nsilver@gtcounty.org

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



Intent to Respond

Bid # 20-029

Emulsified Asphalt Pavement Sealing Program, IDIQ

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

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

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

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

Company Name: _____

Address: _____

Contact: _____

Person: _____

Telephone: _____

FAX: _____

Email: _____

Reason if not responding: _____

Please return this completed form to Pamela Bassetti, Senior Buyer

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

[End of Intent to Respond]

INVITATION FOR BID

Time Line: Invitation for Bid #20-029

Item	Date	Time	Location
Advertised Date of Issue:	Wednesday, April 8, 2020	n/a	n/a
MANDATORY Pre-Bid Conference & Site Inspection:	n/a	n/a	n/a
Deadline for questions:	Wednesday, April 15, 2020	3:30PM ET	
Bids Must be Received on/or Before:	Wednesday, April 22, 2020	3:30PM ET	Electronic
Bid Opening and Tabulation:	Wednesday, April 22, 2020	3:30PM ET	Electronic
County Council Review:	Tuesday, April 28, 2020	5:30pm ET	Electronic

*Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but are closed to the public. However, bid openings may occur from an alternate secure and/or remote location as needed.

EMULSIFIED ASPHALT PAVEMENT SEALING PROGRAM IDIQ GEORGETOWN, SOUTH CAROLINA BID NUMBER 20-029

SCOPE OF WORK

Georgetown County (County) seeks to implement a pavement preservation program. The County intends to retain a vendor that specializes in the application of High Performance Mineral and Fiber Reinforced Asphalt based Emulsion (hereinafter “sealer”) for low, medium, and higher volume County roads.

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

APPLICABLE STANDARDS

The County is not limiting consideration for this solicitation to a particular brand. There are many thick aggregate blended, durable, High Performance Mineral and Fiber Reinforced Asphalt Emulsion Sealers available on the market. Examples of commercially available products are include but are not limited to; GuardTop’s “GuardTop Ultra” and Sealmaster’s “Liquid Road Ultra.”(***ultra or equivalent, not the standard version of these products***). The use of a “brand name or equal” specification is for the purpose of describing a standard of quality, performance, and characteristics that would be considered. This is not intended to limit or restrict competition.

Georgetown County is only interested in the application of asphalt based sealers. Sealers that are coal-tar based shall not be considered for this solicitation.

ROAD SURFACE PREPARATION

For the duration of this IDIQ the chosen vendor shall perform all required work ensuring that the following considerations be met.

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

Contractor Responsibilities

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

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

Inspection

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

Resident Notification

- It will be the responsibility of the Contractor to notify residents one week in advance of scheduled work.
- The contractor shall distribute paper notifications to each resident

Crack Repair

- Cracks must be free from dust, dirt, vegetation and moisture
- For all cracks up to 1" wide apply ASTM compliant hot rubberized crack sealant
- Contractor shall refer to crack sealant manufacturer's product data sheet for more detailed application instructions

Fatigue Cracked Pavement Repair

Fatigue cracking, often referred to as alligator cracking, is a series of interconnected cracks which resemble an alligators skin. Fatigue cracking is caused by load based asphalt deterioration resulting from a weakened base course or subgrade, overloading, minimal asphalt thickness, or any combination of the above. Prior to sealing, the contractor shall repair deteriorated asphalt sections.

Hot Mix Asphalt

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

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

A copy of the SCDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project **must be** submitted upon award of contract.

Pothole Repair

Prior to application of sealer, any existing potholes shall be repaired. Potholes will be saw cut as to make square edges. The repair will have an Asphalt Binding Agent (SS-1H) applied. HMA shall be used to repair potholes prior to sealing.

SEALER APPLICATION METHODS

Traffic Control

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

Utility Protection

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

Surface Protection

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

Environmental

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

Sealer Mixing Procedure

Sealer aggregate shall be mixed in accordance with manufacturer's specification.

Application Procedure

Sealer shall be applied per the manufacturer's recommendations to a minimally acceptable coverage rate as specified below. Two coats of sealer is required. The coverage rate shall follow:

Surface Condition	Coverage Rate/ Per Coat
Smooth	≈4.4 SY/Gal
Medium	≈3.7 SY/Gal
Rough	≈3.0 SY/Gal

Pavement Lane Markings

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

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

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

Ambient Conditions

Sealer shall be applied only during the contract period specified. Ambient air temperatures must be a minimum 50°F and rising. Ambient and surface temperature shall not drop below 50°F for a 24 hour period following application of materials. Pavement temperature must be a minimum of 70°F. Weather forecast should not call for rain within or shortly after the anticipated work time frame.

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INSTRUCTIONS TO BIDDERS
Emulsified Asphalt Pavement Sealing Program, IDIQ
Bid# 20-029

1. **Submission of Questions**

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

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

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

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

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

2. Sealed bids to provide **Emulsified Asphalt Pavement Sealing Program, 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 are closed to the public. However, bid openings may occur from an alternate secure and/or remote location as needed.

4. **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.

5. **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.

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

7. Trade Contractors (Prime and sub-contractors) shall be qualified to perform the work contracted for and shall be licensed as such in the State of South Carolina.
8. Any additional design services shall be performed by qualified architects and engineers licensed to perform the contracted work in the State of South Carolina.
9. Definitions:
 - a) The terms “Proposer”, “Offeror”, or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
 - b) The term “Emulsified Asphalt Pavement Sealing Program, IDIQ” or “Project” refers to the **complete set of services and materials** as specified in this document, in every aspect.
 - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
 - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
10. 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.
11. **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.**
12. 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.
13. 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>.

14. 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.
15. **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.
16. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. All Federally Funded or Assisted Construction Contracts Over \$2,000:
- A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=SC20080033>
 - B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation.
24. 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.
25. 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.
26. 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.

27. ILLEGAL IMMIGRATION: Construction

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

28. 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.

29. Acknowledgement of Addenda

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

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

31. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount.

32. Request for Information or Clarification:

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

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

Pamela Bassetti, Senior Buyer

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

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

33. 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.

34. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

e. Professional Liability

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

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

35. **Workman's Compensation Coverage**

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

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

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

36. 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.

37. 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.

38. 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.

39. Invoicing and Payment

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

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

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

40. Progress Payments (If Applicable)

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

41. South Carolina Sales Tax

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

42. Assignment of Contract

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

43. Termination

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

a. Termination for Convenience

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

b. Termination for Cause

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

c. Non-Appropriation:

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

44. 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

45. 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.

46. Applicable Laws

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

47. 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.

48. 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.

49. 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.

50. Notice of Award

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

51. Protest

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

52. Debarment

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

53. Firm Pricing for County Acceptance

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

54. 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.

55. Substitutions and Product Options

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

56. Permits

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

57. 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.

58. Bid Tabulation Results

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

59. 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.

60. 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.

61. 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.

62. Response Clarification

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

63. Bidding Documents

a) Each Bidder shall carefully examine the Bidding and Contract Documents, General Requirements, Drawings and Technical Specifications and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Bid. Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Bidding and Contract Documents, Project Site and / or local conditions. The Owner shall make such interpretations, corrections or changes to the Bidding Documents and will reply to all questions submitted by the Bidders. The Owner will log all responses and issue an addendum as may be appropriate. The Owner will not be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to Bidders will become a part of the Bidding and Contract Documents. All inquiries shall be directed in writing or transmitted by facsimile to the office of the Owner. No allowance will be made after Bids are received due to oversight and / or error by bidder.

b) Each Bidder shall carefully review the Bid specifications to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the Owner, in writing, of any discrepancy.

c) Addenda will be sent through Vendor Registry and on the county website to notify all Bidders of any Addenda changes. Copies of Addenda will be made available for inspection at the office of the County Purchasing Officer. Prior to submitting a Bid each Bidder shall ascertain that he/she has received all Addenda issued, signed and returned with bid.

d) Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

64. Vendor Checklist

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

- IRS Form W-9
- Residence Certification for Local Preference
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

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

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SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMITTAL FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to additional withholding on each payment.

INDIVIDUAL OR OWNER'S NAME

_____ (Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS: (_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____

BUSINESS DESIGNATION

- Individual, Sole Proprietor, or Single-Member LLC
- S-Corporation
- Trust/Estate
- Non-Profit Organization/501(a)
- C-Corporation
- Partnership
- Governmental Entity
- Other: _____

Limited Liability Company: C = Corporation S = S Corporation P = Partnership

(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

- MEDICAL SERVICES PROVIDER
- ATTORNEY/LEGAL SERVICES

PROVIDER

<p>CERTIFICATION Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person; and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject</p>

to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date: _____

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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 #2014-02 as adopted, §2-50 Local Preference Option, 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 Option

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 \$10,000 or more; (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 § 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 #2014-02, (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 #2014-02, and our principal place of business is _____ [City and State].

(X) _____
 Signature of Company Officer

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MANDATORY BID SUBMITTAL FORM

Bid #20-029, Emulsified Asphalt Pavement Sealing Program, IDIQ,

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

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

Name of Company submitting bid _____

UNIT PRICING

CONTRACTOR INSTALLED RATES		
Line Item	Unit	Rate
Condition Assessment Inspections	EA	
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer" application – <u>Smooth Road Application</u>	SY	
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer" application – <u>Medium Road Application</u>	SY	
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer" application – <u>Rough Road Application</u>	SY	
<i>** NOTE: installed Sealer rates shall include accounting for protective & environmental measures i.e. tar paper/masking/any authorizations**</i>		
Hot rubberized crack sealant	LF	
SCDOT Surface Course Type C Spec Hot Mix Asphalt	CY	
Pothole Repair	CY	
Resident Notification (per road)	EA	
Traffic Control – High volume road - in accordance with MUTCD 6C temporary traffic control elements	EA	

Traffic Control – Low volume road - in accordance with MUTCD 6C temporary traffic control elements	EA	
<i>** NOTE: a low volume road would be approximately 400 ADT or less **</i>		
4" Shoulder Striping	LF	
Double Center Line Striping	LF	
Stop Bar – Thermo Plastic	LF	

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

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

0.

=-0LIQUIDATED DAMAGES: Liquidated damages for this project shall be three hundred dollars (\$300.00) per calendar day for Contractor's failure to complete any key milestone by its intermediate completion date or the Substantial Completion date. Refer to Division 1, Section 01100, and Summary of Work.

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

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

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

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

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

A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.

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

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

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

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

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

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

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

Additional Contractor Information:

1. LLR Contractor Number & Endorsements: _____

2. Contact Address: _____

3. Contact Person _____

4. Telephone Number _____ Fax Number _____

5. E-Mail address _____

6. Remittance Address: _____

7. Accounting Contact _____

8. Telephone Number _____ Fax Number _____

9. E-Mail address _____

10. Suspension and Debarment

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

11. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

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

Yes No

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

14. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

Yes No

15. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing

process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

16. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 20-029 were received.

17. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.

Our company does not accept VISA government procurement cards.

18. Printed Name of person binding bid _____

19. Signature (X) _____

20. Date _____

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

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ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of: (_____)

Country of: (_____) SS

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

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of (_____)

Country of (_____)

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

(Seal) _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of (_____)

Country of (_____)

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

(Seal) _____
Notary Public



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.

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