



# County of Georgetown, South Carolina

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

## INVITATION FOR BID

BID NUMBER: 23-038 Rebid

ISSUE DATE: Tuesday, August 20, 2024

**OPENING DATE: Wednesday, September 4, 2024**      **OPENING TIME: 3:30 PM (Eastern NIST)**

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

Pre-Bid Conference & Site Inspection: [None]

**PROCUREMENT FOR: Emergency Spill Response, 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.

<b>Purchasing Contacts:</b>	<b>Jennifer Hunt</b>
Phone:	(843)545-3083
Fax:	(843)545-3500
E-mail:	<a href="mailto:purch@gtcounty.org">purch@gtcounty.org</a>

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

# Intent to Respond

REF: **BID #23-038 Rebid, Emergency Spill Response, 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. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

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

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

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 Jennifer Hunt, Senior Buyer**

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

[End of Intent to Respond]

**Time Line: Invitation for Bid #23-038 Rebid**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Tuesday, August 20, 2024	n/a	n/a
<b>Pre-Bid Conference &amp; Site Inspection:</b>	None	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, August 28, 2024	3:30PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wednesday, September 4, 2024	3:30PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, September 4, 2024	3:30PM ET	Suite 239

\*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.

**BID #23-038 Rebid, Emergency Spill Response, IDIQ**

**Part I General Information:**

The Georgetown County Public Services Department (County) is seeking bids to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with a qualified vendor for Emergency Spill Response services. The services shall include clean-up, collection, and disposal of Emergency spills such as but not limited to chemical spills, oil spills, emergency spills, and spills related to larviciding and adulticiding chemicals used for Mosquito Control applications. The County is seeking firms whose combination of experience and expertise will provide timely, cost-effective, and quality response services to the County.

**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 and no guaranteed minimum work under any contract awarded.**

The selected contractor will be available on a stand-by basis, at no cost to the County. During the stand-by period, 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 bid. 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 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 contract.

**Part II Scope of Work:**

The County reserves the right to use other contractors, governmental agencies, Federal assistance, etc. to perform services necessitated by a spill for all or part of the scope of work. Services to be provided may include, but not be limited to, the following:

1. Contractor shall provide all expertise, effort, personnel, materials, equipment and services necessary to clean-up, collect and properly dispose of spills, such as but not limited to chemical spills, oil spills, emergency spills related to Mosquito Control application, etc.

2. The County may also encounter an abandoned or unknown underground storage tank (UST) during site demolition, preparation, or renovation, which would require an emergency response. Contractor shall be able to comply with all SC DHEC regulations and local, state, and federal laws regarding UST's such as but not limited to the SCDHEC R. 61-92, Part 280: UNDERGROUND STORAGE TANK CONTROL REGULATIONS for assessment and closure procedures.
3. The contractor shall conduct the work so as not to interfere with the emergency response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
4. All work will be accomplished in a safe manner.
5. All clean-up and disposal of chemicals shall meet chemical label requirements, OSHA and SCDHEC and EPA regulations.
6. The amount of spill needed to be disposed of will be dependant on the application being performed during the time of the spill and the location of the spill. (i.e. near a storm drain, ditch, or pond). Currently, larviciding and adulticiding chemicals used for Mosquito Control applications are as follows:

Ground Applications:

Spray trucks carrying up to 15 gallons of product  
(3 gals of chemicals to 12 gals of diluent.)  
Mosquito Magician and Argusy

Aerial Applications:

Aircraft carrying up to: 60 gallons  
Larvacide = Vectobak IZAS Liquid  
Adulticide = Trumpet

If other chemical agents replace those listed above, the County will provide an updated list to the Contractor. If this causes a change in the requirements for a safe/effective clean up, the County will negotiate with the contractor to update the agreement.

7. When an Emergency spill occurs, the Designated County Representative will contact the contractor to advise them of the County's intent to activate the contract. Upon receiving notice to proceed, the contractor will advise the County on containment measures and will begin mobilization immediately. Within FOUR (4) HOURS of receiving the notice to proceed, the contractor will be on site of the spill and beginning the clean-up process.
8. When the first respondent is Georgetown County Fire/Rescue, and the Fire/Rescue Incident Command (IC) Center is still operational when the contractor arrives, the contractor will report to, and operate under, the IC as long as Fire/Rescue remains actively on the scene.

### **Part III Special Terms and Conditions:**

1. All employees of the Contractor shall be, at all times, the employees of the Contractor under its sole direction and not an employee or agent of Georgetown County.

2. Georgetown County reserves the right to approve all sub-contractors.
3. The contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use local sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.
4. The successful contractor (and all sub-contractors) shall be appropriately licensed for the work proposed.
5. The successful contractor shall also be responsible for obtaining any and all permits required.
6. All of the contractor's equipment (and all sub-contractors' equipment) utilized for this contract must meet the following requirements:
  - a. Equipment must be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract.
  - b. Equipment must be properly registered and insured in accordance with the Motor Vehicle Laws of South Carolina and in compliance with all federal, state and local safety regulations.
7. The Contractor must be available to work during any hour of the day or night, any day of the week.
8. The payment for services under this contract will be by individual task order procedures on a time and material basis. The rates provided shall establish a maximum time and material schedule for the first one hundred hours. For extended response efforts, billing shall still be on a time and material basis, but the County reserves the right to seek a revised negotiated cost, subject to approval of both parties, as stated under the County's Task Order Procedures.
9. The County does not guarantee a minimum number of hours.

#### Terms of Agreement

This will be a term agreement for a one (1) year base period, with an auto renewal on the anniversary date of up to four (4) additional one-year renewal terms based upon satisfactory vendor performance for a total possible maximum of five (5) years.

#### Budget

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

#### Insurance

The awarded Contractor shall name the County as an additional insured on the contractor's insurance policies and shall maintain the insurance limits as listed under the "Insurance" and "Worker Compensation Coverage" sections listed under the "Instructions for Providers". The Contractor shall provide as part of

their proposal evidence of such coverage. Insurance certificates listing the County of Georgetown as an additional insured are required if awarded but are not required at the time of bid.

Liquidated Damages (LD)  
(Not Applicable)

Bonds

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

Task Order Procedures:

- A. The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
- B. Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
- C. Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.
- D. Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
- E. There is no limit on the number of task orders that may be issued against this Contract, if and when needed.
- F. In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

**Part IV Award:**

- 1) The IDIQ Contract will be awarded to the firm submitting the lowest and most responsive and responsible bid as determined by the County. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County and to hold all bids for examination for at least ninety (90) calendar days. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

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**Instructions for Providers**  
**Bid #23-038 Rebid**  
**Emergency Spill Response, 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:**

Jennifer Hunt, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [purch@gtcounty.org](mailto:purch@gtcounty.org)

2. Sealed bids to provide **Emergency Spill Response, 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**

At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see bid timeline for details concerning location(s) and method. 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 attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440. If the County Courthouse is closed, the bid may still be conducted virtually from an alternate location or the bid date & time may be postponed via an issued addendum.

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 “spill” or “clean-up” 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=dbra&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&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](http://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 Emergency Spill Response, IDIQ for the Georgetown County Public Services Department. The purpose is to establish firm pricing and delivery. 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. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor

Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.
31. 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)  
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.

### 32. Workman's Compensation Coverage

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

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

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl1>

### 33. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in

safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

34. Condition of Items

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

35. Workmanship and Inspection

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

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

36. Invoicing and Payment

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

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

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

South Carolina Sales Tax

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

37. Assignment of Contract

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

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

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

39. Default

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

40. Severability

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

41. Applicable Laws

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

42. Claims and Disputes:

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

43. Rights of County

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

44. Award of Bid

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

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

45. Notice of Award



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

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

47. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

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

49. 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 webpage at the link below: <http://www.gtcountry.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 unique nature of this solicitation, the County's usual Local Vendor Preference Option shall be waived for this solicitation.

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**BID FORM**  
**#23-038 Rebid, Emergency Spill Response, IDIQ**  
**MANDATORY VENDOR SUBMISSION FORM**

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

1. Name of Company submitting bid \_\_\_\_\_

2. **Minor Leak:** A minor leak is under 500mL and does not present immediate fire, safety, environmental or health hazard to personnel.

Lump sum price per minor spill \$ \_\_\_\_\_

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3. **Major Leak:** A major leak is over 500mL and/or presents an immediate danger to life, health, safety, the environment, or it is an immediate fire hazard and explosion hazard.

Lump sum price per major spill \$ \_\_\_\_\_

4. **VENDOR CHECKLIST**

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

- Bid Form
- Exceptions Page
- Any & All Addendum Acknowledgement Forms (if applicable)

5. 6% SC Sales Tax Permit # \_\_\_\_\_

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number on the line above, otherwise write "NO".

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

7. Number of days for mobilization after receipt of contract: \_\_\_\_\_

8. Contact Address: \_\_\_\_\_

\_\_\_\_\_

9. Contact Person \_\_\_\_\_

10. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

11. E-Mail address \_\_\_\_\_

12. Emergency, 24/7 Contact Person \_\_\_\_\_

13. Emergency, 24/7 Phone Number \_\_\_\_\_

14. Remittance Address: \_\_\_\_\_

\_\_\_\_\_

15. Accounting Contact \_\_\_\_\_

16. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

17. E-Mail address \_\_\_\_\_

18. List three (3) Customer References for similar size and scope of services. Please note that Georgetown County should not be listed 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:	

**19. 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.]

20. 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.

21. 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

**22. ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT:**

The contents of the successful IFB/RFQ/BID are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

23. 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 the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

24. 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**

25. 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.

26. 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/Invitation for Bid No. 23-038 Rebid were received.

27. 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.)

28. **ILLEGAL IMMIGRATION:** Non-Construction (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://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]

29.

<p><u>INFORMATION ONLY:</u></p> <p><input type="checkbox"/> Our company accepts VISA government procurement cards. If yes, list any upcharge for P-Card Payment? _____</p> <p><input type="checkbox"/> Our company does not accept VISA government procurement cards.</p>
---

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

30. Signature (X) \_\_\_\_\_

31. Date \_\_\_\_\_

**NOTE: THE ENTIRE BID PACKET NEED NOT BE RETURNED.**

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# **EXCEPTIONS PAGE**

## **#23-038 Rebid, Emergency Spill Response, IDIQ** **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".