





# Intent to Respond

**REF: Bid #16-027, Removal of Abandoned Debris from Public Waterways**

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

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

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

Our firm **does** intend on responding to this solicitation.

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

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

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

\_\_\_\_\_

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

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

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

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

**Please return this completed form to Kyle Prufer, Purchasing Officer**

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

[End of Intent to Respond]

**FAST TRACK Time Line: Request for Proposal #16-027**

Item	Date	Time	Location*
<b>Advertised Date of Issue:</b>	Friday, June 24, 2016	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	Wednesday, July 06, 2016	10:30 AM ET	On Site†
<b>Deadline for Questions:</b>	Friday, July 08, 2016	3:00PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wednesday, July 13, 2016	3:00PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, July 13, 2016	3:00PM ET	Suite 239
<b>Consideration By County Council</b>	Tuesday, July 26, 2016	5:30PM ET	Council Chambers
<b>Earliest Available NTP</b>	Friday, August 05, 2016	n/a	n/a

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

†MANDATORY, On Site at Browns Ferry Boat Landing, Browns Ferry Landing Road, Georgetown, SC

**RFP #16-027**

**Removal of Abandoned Debris from Public Waterways**

**Introduction**

Georgetown County, SC in cooperation with the United States Department of Agriculture, Natural Resources Conservation Service is soliciting proposals from qualified marine contractors for the removal, demolition and disposal of debris deposited after a flooding event along a section of the Black River near Browns Ferry Landing. All debris will be removed to the designated lay-down area at the Browns Ferry Boat Landing, located at the terminus of Ferry Landing Road and unloaded in such a manner as to allow removal and hauling off by county personnel and equipment. As additional Add/Alternate items, each contractor will provide an additional cost for hauling and disposal from the laydown area to the Georgetown County Landfill, located at 203 Landfill Rd (off Browns Ferry Road).

**Qualifications**

Each proposer must be a SC-LLR licensed Commercial Contractor with a current Marine classification.

**MANDATORY Pre-Bid Conference/Site Inspection**

County staff and USDA personnel will meet with all interested parties during a MANDATORY Pre-Bid Conference and Site Inspection which **will begin promptly at 10:30AM on Wednesday, July 06, 2016** at the Browns Ferry Boat Landing, located at the terminus of Ferry Landing Road. Only those contractors with a representative registered in attendance will be qualified to submit a proposal. **There will be no late attendance permitted. Once the conference has begun, the registration sheets will be closed.** The nearest GPS address for the site is 163 Ferry Landing Rd, Georgetown SC 29440.



## **Description of Work**

The work to be performed under this contract:

1. Remove and dispose of debris deposited after a flooding event along a section of Black River near Browns Ferry.
2. All debris shall be hauled to a designated disposal lay-down site at the Browns Ferry Boat Landing in a manner that will allow loading and hauling by county personnel and equipment.
3. ADD/ALTERNATE #1: Debris shall be removed and transported to the Georgetown County Landfill by the contractor in lieu of county personnel and equipment.

## **Performance Time Estimate**

<b>Work</b>	<b>Calendar Days Needed</b>	<b>Begin Day</b>	<b>End Day</b>
Mobilization	2	1	2
Debris Removal	20	3	22
Demobilization	2	23	24
Total number of calendar days needed is		<b><u>24</u></b>	days.

## **List of Specifications**

### **Construction Specifications**

<b><u>Specification Number</u></b>	<b><u>Title</u></b>	<b><u>Number of Pages</u></b>
5	Pollution Control	3
8	Mobilization and Demobilization	1
400	Obstruction/Debris Removal for Emergency Protection	3

### **Construction Specification 5—Pollution Control**

#### **1. Scope**

The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

#### **2. Material**

All material furnished shall meet the requirements of the material specifications listed in section 8 of this specification.

#### **3. Erosion and sediment control measures and works**

The measures and works shall include, but are not limited to, the following:

- a) **Staging of earthwork activities**—The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.
- b) **Seeding**—Seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.
- c) **Mulching**—Mulching to provide temporary protection of the soil surface from erosion.

- d) **Diversions**—Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. They are temporary and shall be removed and the area restored to its near original condition when the diversions are no longer required or when permanent measures are installed.
- e) **Stream crossings**—Culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its near original condition when the crossings are no longer required or when permanent measures are installed.
- f) **Sediment basins**—Sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- g) **Sediment filters**—Straw bale filters or geotextile sediment fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These filters are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- h) **Waterways**—Waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- i) **Other**—Additional protection measures as specified in Section 8 of this specification or required by Federal, State, or local government.

#### 4. **Chemical pollution**

The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to dispose of chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer washwater, or asphalt, produced as a by-product of the construction activities. At the completion of the construction work, sumps shall be removed and the area restored to its original condition as specified in section 8 of this specification. Sump removal shall be conducted without causing pollution.

Sanitary facilities, such as chemical toilets, or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution as specified in section 8 of this specification.

#### 5. **Air pollution**

The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations. Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer five (5) working days before the first application.

#### 6. **Maintenance, removal, and restoration**

All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near

original condition.

**7. Measurement and payment**

Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items, and the items to which they are made subsidiary, are identified in section 8 of this specification.

**8. Items of work and construction details**

Items of work to be performed in conformance with this specification and construction details therefore are:

**A. Subsidiary Item, Pollution Control**

- a) This item shall consist of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities, in accordance with the laws and guidelines of the South Carolina Department of Health and Environmental Control.
- b) No sanitary facilities are available on site. The contractor shall erect and maintain a portable sanitary facility, such as a Port-a-Jon, for the duration of the project or arrange to use public restrooms. The work site is several miles from the closest public restroom. The sanitary facility(s) must be dismantled and removed from the site upon completion of the construction work. The waste from the sanitary facility must be removed from it and disposed of offsite at the timing and in the manner permitted by law.
- c) In adherence to the goals and objectives expressed in the Farm Security and Rural Investment Act of 2002, the Food, Conservation and Energy Act of 2008 and Executive Order 13514 on all USDA-NRCS projects whenever the following categories of supplies are used they must contain the minimum amount of biobased content as required by the BioPreferred Program, if feasible. This is applicable to the following products: diesel fuel additives, hydraulic fluids, lubricants, fuel conditioners, gasoline fuel additives, heat transfer fluids (i.e. coolants or refrigerants), mulch and compost materials, erosion control materials, compost activators and accelerators, electronic component cleaners, turbine drip oils, any other products used in operation of machinery used to do the work required under this contract and materials installed under this contract.
- d) Pollution Control is made subsidiary to Bid Item 2.

- END OF CONSTRUCTION SPECIFICATION 5 -

## **Construction Specification 8—Mobilization and Demobilization**

### **1. Scope**

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

### **2. Equipment and material**

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other items specified in section 4 of this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

### **3. Payment**

Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. When the total of such payments is less than the lump sum contract price, the balance remaining will be included in the final contract payment. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for completion of the work.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

### **4. Items of work and construction details**

Items of work to be performed in conformance with this specification and construction details therefore are:

#### **A. Bid Item 1, Mobilization**

1. All compensation for mobilization and demobilization shall be included in the contract price for Bid Item 1, Mobilization / Demobilization.

- END OF CONSTRUCTION SPECIFICATION 8 -

## **Construction Specification 400—Obstruction/Debris Removal for Emergency Protection**

### **1. Scope**

The work shall consist of the cleanup of designated stream and river areas by the removal and disposal of trees, logs, stumps, brush, tops, rubbish, and foreign materials, debris and other flow obstructions deposited within the banks of the designated channel.

Within this specification, the term “Contracting Officer” shall mean the Contracting Officer or his designated representative.

Within this specification, the term “Improved property” shall include homes, lawns, landscaping areas, public and private docks, parks, athletic fields, parking lots, businesses, streets, etc.

### **2. Access**

The Contracting Officer shall designate access unless alternative routes are obtained by the Contractor and approved by the Contracting Officer.

### **3. Marking of Work Limits**

Each end of each reach of stream and its tributaries designated for obstruction removal will be referenced to easily identified roads or other structures or landmarks or GPS points by the Contracting Officer.

### **4. Debris Removal**

Debris for removal shall be designated in Section 8 of this specification.

Precautions should be taken to protect mast producing and stream canopy trees. Dead trees that provide den habitat and are determined to pose no hazard to the channel shall be protected. Disturbance of the channel bottom and banks, and equipment access areas shall be held to the minimum necessary to allow construction equipment to remove the debris. Heavy equipment working on wet soil conditions must operate from mats or use other measures as approved by the Contracting Officer to minimize rutting or soil disturbance.

### **5. Disposal**

All materials removed from the designated areas shall be disposed of at the locations and in the manner as directed by the Contracting Officer. Disposal shall be at the location and in such a manner as to prevent potential movement of the materials back into the stream channel by subsequent high water flows. Debris shall not be placed on the property of others. Debris shall not be placed on walking or nature hiking trails, nor sewer line, highway, or railroad rights-of-way, etc. Debris shall not be placed in tributaries nor side ditches. The Contractor shall leave openings in debris piles to allow lateral flow into and out of the stream. Where on-site disposal is not permitted, the material shall be disposed of off-site in a disposal area provided by the contracting organization.

### **6. Environmental Requirements**

The Contractor shall take reasonable precautions to prevent further damage to streams and its environment to include stream banks, fishery resources and undamaged trees. The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a byproduct of this work. Washing, fueling or servicing of equipment shall be avoided where spillage or wash water can enter the watercourse. Should fuel leaks, oil leaks, or hydraulic pipe rupture occur during construction, the Contractor’s operators shall immediately remove the equipment to a safe area and take prompt action to minimize damage and safeguard the site. The Contractor shall immediately report a significant discharge to the SC Department of Health and Environmental Control at (803) 898-3432.

All efforts to keep in-stream heavy equipment work to a minimum shall be made to minimize damage to the streambank and aquatic habitat.

## **7. Special Requirements**

The Contractor shall exercise care while working in areas of existing lawns, structures, utilities, railroads, or other improvements or cropland. The Contractor shall be responsible for the prompt repair or replacement of any such improvements damaged by his/her operations.

Roadways constructed in the work areas shall be kept to the minimum necessary. No grading for equipment to work or benching of the valley sites will be permitted without the concurrence of the Contracting Officer.

The Contractor shall be responsible for complying with all applicable requirements of the SC Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) when work is performed on public right-of-ways. When equipment or personnel are operating on public right-of-ways, flag men shall be stationed to warn oncoming traffic of congestion. Proper construction road signs shall be in place. A means of removing sediment and/or debris from roadways shall be established. Residue deposited on roadways may be removed by sweep machines, manual sweeping methods, or pressurized water. The Contractor shall be responsible for implementation of these measures.

Fences which must be removed for access shall be removed with the minimum damage practical and reinstalled as near to the original condition as possible immediately after construction access is no longer needed at the site. All fencing modified by the Contractor, which is being used by the landowner to hold livestock may only be modified with the consent of the Contracting Officer. The fencing used to hold livestock may not be removed and it must be temporarily repositioned in such a manner that will allow the livestock to be retained on the property and the landowner clear access to the livestock throughout construction.

Washed out or otherwise dysfunctional culverts or water control structures shall be salvaged and placed on the bank for reinstallation by the landowner unless otherwise specified on the drawings. Culverts shall be salvaged in a manner as to avoid additional damage to the culvert material.

## **8. Measurement and payment**

For items of work for which specific lump sum prices are established in the contract, the quantity of work will not be measured for payment. Acceptance of work shall be based on adequate removal and disposal of designated debris. Payment for this item will be made at the contract lump sum price for the item and such payment will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to the completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule is considered as included in the payment for the contract line item to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 9 of this specification.

## **9. Items of Work and Construction Details**

Items of work to be performed in conformance with this specification and construction details therefore are:

### **A. Bid Item 2, Debris Removal**

1. This item shall consist of the removal of the designated debris from Black River between the GPS points shown on the site map.
2. The designated debris are all foreign debris such as docks, boards, lumber, floats, building materials, etc. Also included are any logs or trees that are marked to be removed.
3. All debris designated for removal will be marked for identification by county personnel prior to the pre-bid site inspection.

4. Debris shall be removed by equipment mounted on a barge. Debris shall be placed on a barge and floated to Browns Ferry Landing. At the landing, debris shall be unloaded in such a manner as to allow removal and hauling off by county personnel and equipment.
5. Pollution Control is made subsidiary to this bid item. All compensation for pollution control shall be considered as included in the bid price for Bid Item 2, Debris Removal.
6. All compensation for the removal, hauling of the debris to the designated area, and unloading the debris shall be considered as included in the lump sum bid price for Bid Item 2, Debris Removal.
7. Add/Alternate No. 1: Provides that each contractor will provide an additional cost for hauling debris from the laydown area to the Georgetown County Landfill, located at 203 Landfill Rd (off Browns Ferry Road) in lieu of that work being performed by county staff.
8. Add/Alternate No. 2: Provides that each contractor will further provide a cost to cover the disposal (tipping fee) for disposal into the Georgetown County Landfill, located at 203 Landfill Rd (off Browns Ferry Road) in lieu of that work being performed by county staff.
9. The project engineer estimates that +/- 3,700 cubic feet of debris will be accumulated. This is not a guarantee and is not intended as the basis for the scope of services, but is provided for information only.

- END OF CONSTRUCTION SPECIFICATION 400 -

## List of Drawings

**Black River – Browns Ferry EWP**  
Georgetown County, South Carolina

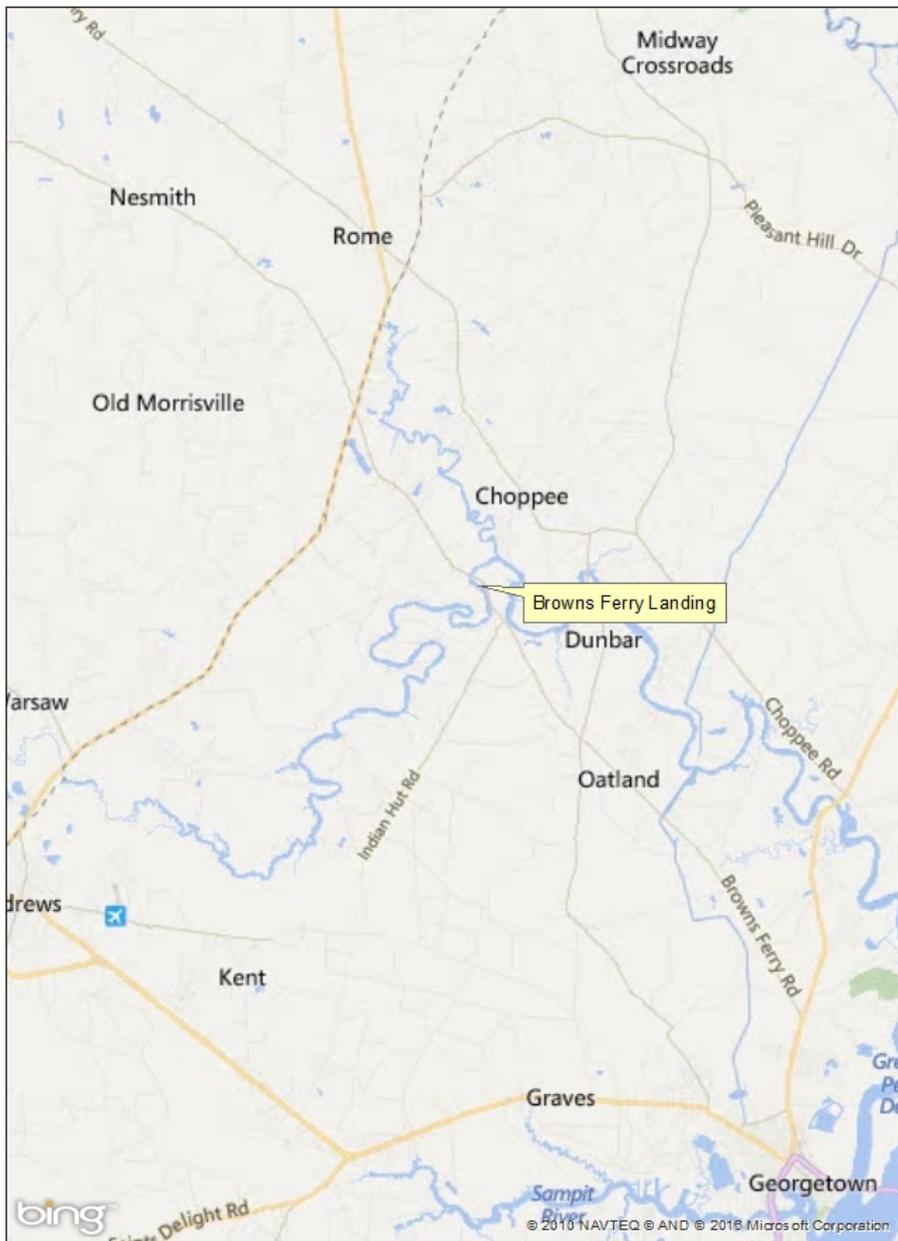
Description	Drawing Number
Site Location Map	1
Site Map	2

Drawing and Maps Prepared By:     Larry Cantrell      
Field Engineer

Date:     January 2016    

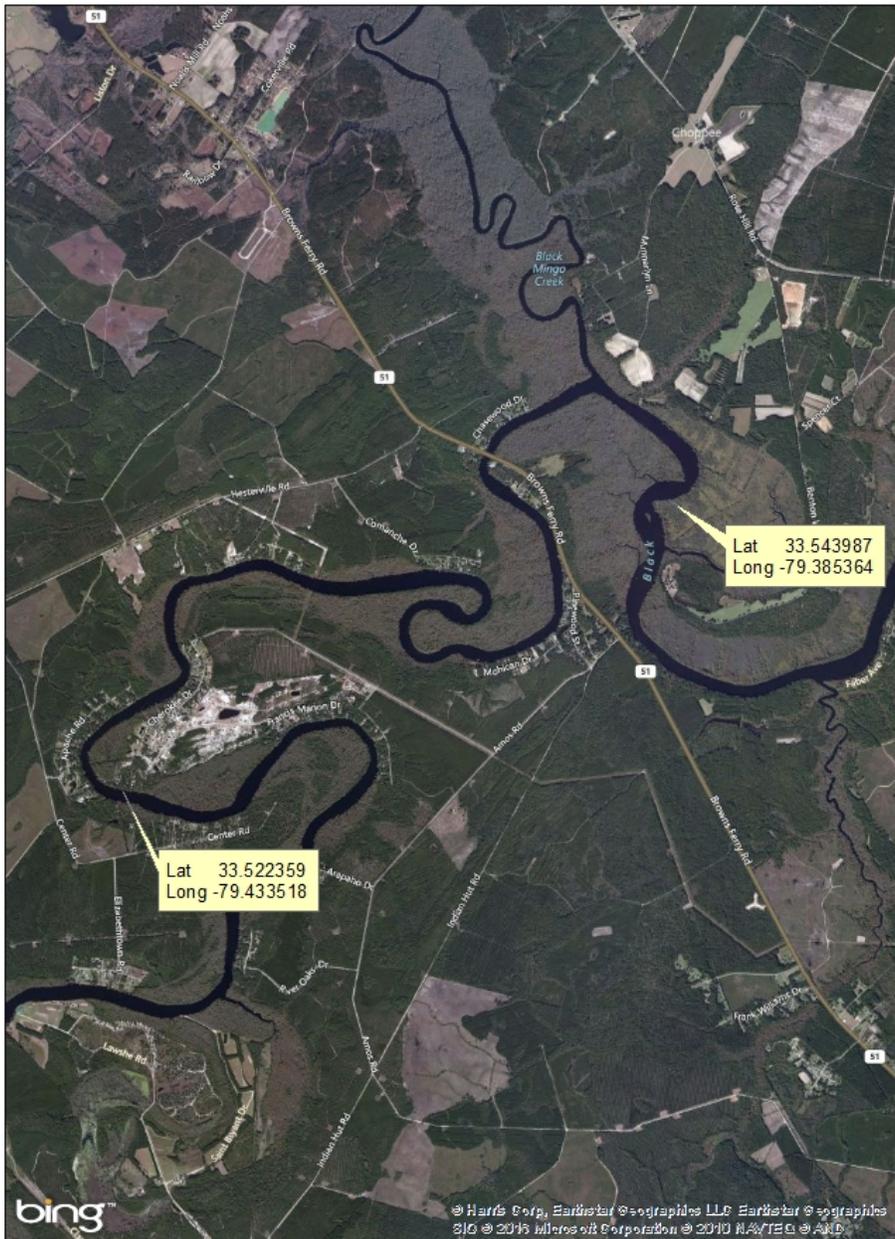
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# Black River-Browns Ferry EWP Location



**Drawing #1 – Site Map Location**

# Black River-Browns Ferry EWP Site



**Drawing # 2 – Site Map**



**Instructions for Providers**  
**RFP #16-027**  
**Removal of Abandoned Debris from Public Waterways**

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 two (2) 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:

Kyle Prufer, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-1270  
Fax: (843) 545-3500  
Email: [kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

2. Written sealed public bids for a Term Contract to provide Removal of Abandoned Debris from Public Waterways shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
3. **IMPORTANT OFFEROR NOTES:**
- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
  - b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
  - c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.
4. **Inclement Weather/Closure of County Courthouse**  
If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the

date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

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

**OFFEROR'S NAME**

**BID ITEM NAME**

**BID NUMBER**

7. 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.

8. 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 "Removal of Abandoned Debris from Public Waterways" or "Service" refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

9. 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 reawarded or a new solicitation issued.

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

11. 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.

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. All 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://www.wdol.gov/dba.aspx#14>
- 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 "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. 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.

28. 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.

#### 29. 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#empl>

#### 30. 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.

#### 31. 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.

#### 32. 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 29442-1270

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

33. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate is 7% which includes a VAT for Georgetown County.

34. Assignment of Contract

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

35. 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.

36. 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

37. 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.

38. Applicable Laws

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

39. 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.

40. 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.

41. 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.

42. Notice of Award

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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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 and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

48. 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.

49. 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 "Purchasing", then "Bids Information" and double click the link under the individual bid listing.

50. 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.

51. 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.

52. 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.

53. Response Clarification

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

54. The Georgetown County, SC Local Vendor Preference Option will not apply to this project.

55. Vendor Checklist

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

- Mandatory Bid Submittal Grant Terms Form
- Mandatory Bid Submittal Price Schedule Form
- Substitute for Form W-9
- Mandatory Exceptions Page

The successful proposer 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.

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



# SUBSTITUTE FOR FORM W-9 MANDATORY BID SUBMISSION 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 a 26% 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       C-Corporation
- S-Corporation       Partnership
- Trust/Estate       Governmental Entity
- Non-Profit Organization/501(a)       Other: \_\_\_\_\_
- Limited Liability Company (Must Circle the appropriate Tax Classification):  
C = Corporation      S = S Corporation      P = Partnership

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

\_\_\_\_\_  MEDICAL SERVICES PROVIDER       ATTORNEY/LEGAL SERVICES PROVIDER

**CERTIFICATION** Under penalties of perjury, I certify that:

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

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



**MANDATORY BID SUBMITTAL FORM**  
**RFP #16-027**  
**Mandatory Bid Submittal Grant Terms 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. SC State Contractor License Number: \_\_\_\_\_

License Specialty(ies): \_\_\_\_\_

3. 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 Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for verification and additional information.]

4. 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.

5. ILLEGAL IMMIGRATION: Construction

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

6. This is a public work contract subject to the Davis-Bacon Act (40 U.S.C. 276a). By signing below you certify that the Prime Contractor, as stipulated in the Act, shall have the primary responsibility of conforming with all of the Requirements of the Act and shall be responsible for the compliance by any Sub-Contractor or lower tier Sub-Contractor with all the applicable clauses in 29 CFR Part 5.5. Each contractor or subcontractor engaged on the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of it's employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period.
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=SC20080033>
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

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

8. Signature (X) \_\_\_\_\_

9. Date \_\_\_\_\_



**MANDATORY BID SUBMITTAL FORM**  
**Bid #16-027**  
**Price Schedule 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. Bid Cost Schedule:

Item	Task	Spec. No.	Quantity	Unit	Unit Price	Amount
1.	Mobilization / Demobilization	8	1	Job	\$	\$
2.	Debris Removal to Designated Lay-Down Area	400	1	Job	\$	\$
<b>Total (1 + 2)=</b>						\$
3.	<u>Add/Alternate No 1.</u> Debris Transportation to Solid Waste Landfill			LBS	\$	
4.	<u>Add/Alternate No 2.</u> Debris Disposal at Solid Waste Landfill			LBS	\$	

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

4. SC-LLR Contractor License Number: \_\_\_\_\_

5. Delivery Date, or number of days for delivery after receipt of order: \_\_\_\_\_

6. Contact Address: \_\_\_\_\_

7. Contact Person \_\_\_\_\_

8. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

9. E-Mail address \_\_\_\_\_

10. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

11. Accounting Contact \_\_\_\_\_

12. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

13. E-Mail address \_\_\_\_\_

14. FEIN or Social Security Number: \_\_\_\_\_

15. 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 Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

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

Yes       No

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

18. RENEWAL OF CONTRACT

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

19. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

Yes       No

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

21. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 16-027 were received.
22. 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]

23. INFORMATION ONLY:

Our company accepts VISA government procurement cards.

Our company does not accept VISA government procurement cards.

24. Customer References:

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:	

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

26. Signature (X) \_\_\_\_\_

27. Date \_\_\_\_\_

**NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure include all mandatory submittal attachments. Thank you.**

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# EXCEPTIONS PAGE

## MANDATORY BID SUBMISSION FORM

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