



# 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 BIDS

BID NUMBER: 19-031

ISSUE DATE: Friday, May 10, 2019

**OPENING DATE: Wednesday, June 5, 2019**

**OPENING TIME: 3:00 PM (Eastern NIST)**

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

**Pre-Bid Conference & Site Inspections:** MANDATORY, Tuesday, May 21, 2019 at 9:00 AM ET

**PROCUREMENT FOR:** Georgetown County Roof Replacements & Repairs

Commodity Code(s): 91066

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

**MAILING ADDRESS:**

County of Georgetown  
Post Office Drawer 421270  
Georgetown SC 29442-1270  
Attn: Purchasing

**STREET ADDRESS:**

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

**IMPORTANT OFFEROR NOTES:**

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

**Purchasing Contacts:**

**Nancy Silver**  
Phone (843)545-3076  
Fax: (843)545-3500  
E-mail: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

**Pam Bassetti**  
(843)545-3082  
(843)545-3500  
[pbassetti@gtcounty.org](mailto:pbassetti@gtcounty.org)

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



# Intent to Respond

REF: **Bid #19-031, Georgetown County Roof Replacements & Repairs**

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.gtcounty.org](http://www.gtcounty.org) select Quick Links, "Bid Opportunities" and "Current Bids" in the Quick Links box.

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: \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Nancy Silver, 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]

**Time Line: Invitation for Bid #19-031**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Friday, May 10, 2019	n/a	n/a
<b>Pre-Bid Conference &amp; Site Inspections:</b>	Tuesday, May 21, 2019	9:00AM ET	On Site†
<b>Deadline for Questions:</b>	Wednesday, May 29, 2019	3:00PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wednesday, June 5, 2019	3:00PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, June 5, 2019	3:00PM ET	Suite 239
<b>County Council Review (Tentative):</b>	Tuesday, June 25, 2019	5:30PM ET	Council Chambers
<b>Notice to Proceed (Tentative):</b>	Monday, July 8, 2019	n/a	n/a

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

† Midway Fire Station #82, 112 Beaumont Dr., Pawley's Island, SC 29585

**INVITATION FOR BIDS**  
**Georgetown County Roof Replacements & Repairs**  
**BID #19-031**

1. The Georgetown County Public Services Department/Facility Services is soliciting sealed bids for several roof replacements and repairs at various County Facilities. Various styles shall be utilized according to the existing structure such as asphalt shingle, as built, and slate style roofing. See Attachment A for a listing of all locations and summary of work needed per location.
2. Mandatory Pre-Bid Meeting & Site Inspection(s):  
A **MANDATORY Pre-Bid Meeting** will be held at the first job site, Midway Fire Station #82, which is located at 112 Beaumont Dr., Pawley's Island, SC 29585 on **Tuesday, May 21, 2019 at 9:00 AM** Eastern Time. Only those companies with a representative registered in attendance at the pre-bid meeting will be qualified to submit a Bid. Contractors will then have the ability to visit each site location throughout the day with Facility Service staff. This will be the only day allowed for site visits. Each contractor is responsible to make their own independent inspection of the existing structures and roofs.
  - a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
  - b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
  - c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
  - d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

- e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

3. Bid Security/Bid Bonding:

- a) Each bid must be accompanied by a Bid Bond, or by a certified check payable to Georgetown County, SC, for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Any certified checks received will be returned to unsuccessful vendors after award of Bid.
- b) The successful proposer must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract.
- c) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.
- d) Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor who shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
- e) The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- f) The cost of the bonds shall be included in the construction the base bid.

4. Insurance:

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured per the County's insurance requirements as listed within the Instructions for Bidders section, items 33-35.

- 5. All work shall conform to the enclosed specifications and manufacturer's literature. See attachment B for specifications on built up roofs, attachment C for specifications on shingle roofs, and attachment D for specifications on slate roofs.
- 6. All work must be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday excluding County Holidays.
- 7. The construction schedule shall be coordinated with the County's Designated Representative to minimize conflict with facility tenants.

8. Demolition shall be performed in such a way as to not damage the existing facility. The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.
9. The worksite shall be barricaded from the public at all times. The Contractor shall be responsible for the safety of the public, County personnel, their employees, and their sub-contractors. The Contractor will be solely liable for any damages that may result from the Contractor's performance or lack of performance (such as prompt pick-up & removal of nails, etc.).
10. The contractor shall promptly notify the Owner's Representative in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
11. Upon completion of the job, a County representative will inspect the job and any defects will be corrected immediately.
12. A list of materials to be used in replacing each roof must be submitted prior to installation of the roof. The contractor shall promptly notify the Owner's Representative in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
13. 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>.
14. Warranties  
All work shall be performed with an included standard manufacturer's warranty in which the manufacturer agrees to repair or replace products that fail in materials or workmanship. Material failures include manufacturing defects and failure of any roofing material. Material warranty period shall be 30 years from date of completion. Wind-speed warranty shall be for 5 years from date of completion for blow-off or damage of materials caused by wind speeds up to 80 mph. Contractor shall also provide a roofing installer's warranty agreeing to repair or replace components of roofing that fail in materials or workmanship within two (2) years from date of completion at no additional expense to the County. Warranties shall be submitted and signed by the roofing contractor and manufacturer defining remediation for promptly repairing leaks resulting from defects in material or workmanship.
15. Evaluation & Award  
The Construction Contract will be awarded to the firm submitting the lowest and most responsive and responsible proposal as determined by the County. In determining the lowest and most responsive and responsible bidder, in addition to cost, the following factors shall also be considered: the number of days for mobilization of contract, the number of days for completion of services at all locations, ability to comply with all bid requirements, customer references showing satisfactory past record of performance with other clients including the quality of work, reliability, capability of staffing, and

experience of Offeror to render prompt and satisfactory service of the volume called for under this contract, and past record of performance with the County.

It is the County's intent to award all base bid items to a single Contractor. However, should budget limit the amount of work that can be done, the County may choose to negotiate with the highest ranked offeror to remove select locations or work accordingly.

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**“ATTACHMENT A”**

<b>Georgetown County Roof Replacements FY2019</b>			
<b>Structure</b>	<b>Improvement</b>	<b>Status/Comments</b>	<b>Address</b>
Midway Fire Station #82	Replace Roof	This is a shingle roof which needs to be stripped to the deck and reapplied.	112 Beaumont Drive, Pawleys Island, SC 29585
Department of Juvenile Justice	Replace Roof	This is a built-up roof which needs to be stripped and reapplied from the base.	120 Screven Street, Georgetown, SC 29440
Pardon and Parole	Replace Roof	This is a built-up roof which needs to be stripped and reapplied from the base.	122 Screven Street, Georgetown, SC 29440
Historic Courthouse	Replace Built-up Roof	This is a built-up roof which needs to be stripped to the deck and reapplied.	129 Screven Street, Georgetown, SC 29440
Historic Courthouse	Repair Portion of Slate Roof	This is a slate roof and 1/2 of it needs to be removed, structural repairs made where required, and the part removed needs to be replaced.	129 Screven Street, Georgetown, SC 29440
Georgetown Bureau of Aging Services Roof	Replace Roof	This is a shingle roof which needs to be stripped to the deck and reapplied.	2104 Lincoln Street, Georgetown, SC 29440
Andrews Magistrate	Replace Roof	This is both a shingle and a built-up roof and both sides need to be stripped to the base and reapplied.	110 Morgan Street, Andrews, SC 29510
ALTERNATE #1: County Museum	Replace Roof	This is a built-up roof which needs to be stripped and reapplied from the base.	120 Broad Street, Georgetown, SC 29440

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## **“ATTACHMENT B”**

### **Specifications for Built Up Roof**

#### **MATERIALS**

- 1 Mineral Perlite Roof Insulation: ASTM C 728-82. Insulation shall meet those specified by Manville Sales Corporation, or approved equal. Minimum thickness for tapered stock shall be ½”. This based on “standard” 1/8” / foot and ¼” / foot tapered systems. At eave, 1” flat stock shall be installed minimum 4 feet or ¼” / foot and 8 feet for 1/8” / foot slope. Crickets shall be constructed with ½” / foot slope and/or 1” / foot slope.
- 2 Polyisocyanurate Fill Insulation: Shall conform to Federal Specification HH-I-1972/2, Class 1 and shall be Factory Mutual Approved and UL Class A for non-combustible deck with tapered insulation and overlayment to receive asphalt BUR assembly.
- 3 Screws and Plates for Steel Deck: Shall be FM 1-90 approved No. 14 Rawl Deck Screw with Perma-Seal coating and 3” G90 hot dipped galvanized steel plates. Fastener pattern shall conform with FM 1-90 approved testing. Screw length shall be determined by insulation thickness to ensure penetration through steel deck top flange only.
- 4 Insulation Stops: Treated wood nailers installed as insulation stops for gymnasium roof area shall be minimum 3 ½” wide and equal in thickness to the insulation. Nailers shall be secured mechanically to the deck. The insulation shall be installed between the nailers with the long dimensions running at right angles to roof slope. The nailers shall be spaced 96” apart, face-to-face at right angles to the direction of slope.
- 5 Nails and Disc: Shall be hot dipped zinc coated steel fabricated from 11 or 12 gauge wire with diamond point, annular threaded. Heads shall have 1” diameter. Nails shall be 1 ¼” to 2 inches with 1 ½ inches round roofing discs.
- 6 Cant Strips: ASTM 208-82, Class C, wood fiberboard cut to fit at 45 degrees with 4 ½” face.
- 7 Primer: Shall be asphaltic primer conforming to the requirements of ASTM D 41.

#### **EXECUTION**

##### **INSPECTION**

- 1 Inspect roof deck to verify surface preparation.
- 2 The deck surface shall be smooth, clean, dry, and free of debris and all foreign matter prior to receiving tapered perlite insulation.

##### **INSTALLATION**

- 1 Perlite insulation or polyisocyanurate fill insulation shall be solid mopped to base sheet or mechanically fastened to steel roof deck in compliance with FM 1-90 fastener density. Perimeters and corner conditions shall be in strict accordance with FM 1-29.
- 2 Tapered roof insulation shall be solid mopped to base perlite or polyisocyanurate insulation. Tapered insulation shall be Mineral Perlite Monolithic Roof Insulation mopped to base insulation. Insulation assembly shall be as approved by Factory Mutual 1-90 testing. Roofing materials manufacturer shall be required to provide confirmation of approval for this installation specification.
- 3 Install no more insulation than can be completely dried-in with membrane in the same day.  
***Contractor shall strictly conform to this requirement.***
- 4 Install insulation in accordance with manufacturers specifications with staggered joints with all sides butted tight to adjoining board.
- 5 Adjacent insulation boards shall be tightly butted, with gaps greater than ¼” filled by cutting out enough material to allow placement of a minimum three (3”) inch wide piece of similar insulation.
- 6 Install insulation board in hot Type III or Type IV asphalt at rate necessary to insure 100 percent adhesion of insulation, but not less than 33 pounds per square.
- 7 Solid mop tapered insulation forming slopes as indicated on roof plan.
- 8 Tapered insulation shall be laid in parallel courses with joints staggered. Where more than one layer of insulation is used, joints shall be staggered from underlying layer, with each layer firmly adhered to the previous layer. Top layer shall be sloped 1/8” per foot, ¼” per foot or ½” per foot as designated on roof plan.
- 9 Construct cricket using similar insulation on up-slope side of all curbed units to ensure positive drainage.
- 10 Board-to-board height variations greater than 1/16” at top surface of insulation shall be shaved to provide a smooth transition between board surfaces.
- 11 Insulation on steep slopes shall be solid mopped to base sheet. Insulation boards shall be butted tight to 2 x 4 wood stops.
- 12 Wet insulation shall not be acceptable and will be removed and replaced by the Contractor.

## **MODIFIED BITUMINOUS MEMBRANE ROOFING**

### **GENERAL**

- **WORK INCLUDED QUALITY ASSURANCE**

- Standards: Comply with standards specified in this section and as listed in the General Requirements.

## QUALITY ASSURANCE

- Qualification of Manufacturer: Products used in the work included in this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Owner.
- Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section. As a minimum, the roofing foreman and the membrane applicator shall be certified and trained by the membrane manufacturer and shall be experienced in the application of the specified membrane system. Written certification must be provided.

### 1.3 ENVIRONMENTAL CONDITIONS

Materials installation shall proceed only when weather conditions are in compliance with the applicable manufacturer's recommendations for installation and no precipitation imminent.

Materials installed during adverse weather conditions shall be subject to removal and replacement.

### • MATERIALS

- Bitumen: Shall be air-blown asphalt manufactured specifically for roofing purposes conforming to the latest requirements of ASTM D-312, Type II, Type III, or Type IV and the membrane manufacturer.
- Roofing Gravel: Shall be ½ inch diameter river rock, washed aggregate for roof surfacing. Color shall be white or off-white. Size shall conform to ASTM D 1863-86, Size No. 7.
- Modified Bitumen Cap Sheet (Where Applicable): Shall be a styrene-butadiene-styrene (SBS) modified membrane, 4mm minimum thickness, mop grade, consisting of a polyester reinforcing fabric (min. 250 g/m<sup>2</sup>) laminated with modified asphalt, granule surface; Schuller DynaLastic 250 FR, Intec/Permaglass Intec Flex 250 FR, GAF Ruberoid Mop FR, Tamko AWAPLAN Premium FR, as tested, classified, and labeled by Underwriters Laboratory.
- Modified Bitumen Base Flashing: Shall be a styrene-butadiene-styrene (SBS) modified membrane, mop grade, consisting of fiberglass felt reinforced with fabric, laminated with modified asphalt; Manville DynaFlex with granule surface; Intec/Permaglas Flex 190; GAF M-Ruberoid MB with top ply M-Ruberoid MB Plus; Tamko Asphalt Products Awapain 170 FR; all as tested, classified, and labeled by U.L.
- Flashing Cement: Shall be asphalt-based, non-asbestos fiber flashing cement conforming to the requirements of ASTM D 2822, Type I, SS-C-153; Koppers Flash-on #441; Matrix SB; or approved equal.

- Pourable Sealer Pocket: Shall be two component, cold applied, polymeric asphalt compound of pouring consistency as furnished by membrane manufacturer.
- Asphalt Primer: Shall be asphaltic primer conforming to the requirements of ASTM D 41.
- Cant Strips: ASTM 208-82, Class C, wood fiberboard 1 ½” x 4 ½”, cut to fit at 45 degrees with 3 7/8” face.
- Flexible Vinyl Flashing for Gravel Stop: Shall be Lexsuco B-W vinyl flashing, 60 mil thickness, and approximately 12 inches wide. Lap or splice adhesive shall be Lexsuco CA-103.
- Flexible Vinyl Flashing for Coping Cap and Expansion Joints: Shall be Lexsuco PVC Water Barrier, 20 mill thickness, and width as required. Lap or splice adhesive shall be Lexsuco CA-103.
- Membrane nails for back nailing modified bitumen shall be hot-dipped, galvanized or electro-galvanized, II gauge barbed shank with 7/16 inch head, conforming to ASTM A 153. Nails shall be 1 ¼” in length. Nails shall be installed through tin caps unless nail has integral flat cap no less than 1” across or greater.

## EXECUTION

- Do not proceed with roofing until all vents, curbs, blocking, nailing strips, and projections through the roof deck have been installed.
  - Verify insulation surface is smooth, clean, rigid and free from debris, projections, holes, etc. which may adversely affect the membrane application.
  - Verify proper securement of the insulation boards and that no cracks in the insulation exist greater than ¼”; all joints to be sealed prior to installing membrane system.

## INSTALLATION

- The Contractor shall strictly adhere to the applicable manufacturer’s specifications for installation unless otherwise specified. Instructions and procedures described herein are to be considered minimum requirements for application of materials.
- Do not apply materials on wet or damp surfaces, over dust, dirt, or other foreign matter.
- Installation specification is based on three (3) ply construction with a gravel surface in accordance with manufacturer’s specifications “4GIG” with GlasPly Premier Type VI Felts by Manville Roofing Systems; G-4up-R1 Intec/Permaglas, or I-O-4G/P6 by GAF Building Materials Corporation; or 503 Tam-Glass Premium b Tamko Asphalt Prod
- Provide kettle with accurate working thermometer or provide kettle operator with a hand thermometer. When using a hand thermometer, take the kettle temperature at the farthest point from burners or at draw-off spigot.

- Prime all metal and masonry surfaces to receive hot bitumen and cement using approximately one gallon of primer per 100 square feet of surface. Allow primer to dry thoroughly before applying bituminous materials.
- Beginning at the low point of the roof, three plies of Type VI fiberglass roofing felt shall be installed shingle fashion, uniformly cemented with steep grade asphalt to the insulation and to each other with out voids.
- Felts of 9 inches, 18 inches, and 27 inches shall be used as starting felts in appropriate locations and full felts shall lap preceding felts by 27 ½”, giving a minimum head lap of 2 inches.
- All roofing plies shall be solid mopped in place. Felt laying devices or machines will not be used.
- All plies shall be hand broomed into place as they are applied to insure felt makes full contact with asphalt. Foot traffic is not permitted on roofing felts until asphalt interply has cooled. Asphalt shall extend beyond edge of lap minimum of ½”.
- Install in all valleys and on ridge one additional ply of Type VI roofing felt in solid mopping of hot asphalt.
- Roofing felts shall be kept within 6 feet of the hot asphalt. Whenever possible, the entire roll shall be applied in a continuous manner.
- Install cant at locations where membrane transitions from horizontal to vertical. Set Cant in continuous bed of flashing cement on both horizontal and vertical surfaces. All roofing felts shall be cut off approximately 2 inches above the top of all cants.
- Water cut-offs shall be provided at the end of each day’s work to completely seal off the materials from possible moisture penetration. Protect edges and incomplete flashings against water entry at all times. Remove cutoffs and temporary protection prior to resumption of work.
- If asphalt is provided with technical data posted on cartons or in a separate document, that data shall govern temperature. If such information is not provided, the following shall govern:
  - At point of application; Equiviscous temperature plus or minus 25° Fahrenheit (25 F).
  - Maintain kettle temperature 50 ° Fahrenheit (50 F) below Flash Point.
  - Kettle temperature shall not be kept at or above the Finish Blowing Temperature for more than two hours.
- Check roof surface carefully for damage and application defects and make appropriate repairs and corrections prior to application of roof surfacing.
- Flood surface with hot Type III asphalt and immediately imbed roofing aggregate in the hot bitumen.

- Apply sufficient aggregate (not less than 400 lbs per square) to cover bitumen completely so that the aggregate is firmly cemented. Use a light roller, if necessary, to insure adequate embedment.
- Dress the surface so there is no streaking of bitumen and so that the surface is reasonable uniform in thickness and appearance.
- Back nail ply felts and modified bitumen granule surface cap sheet. Nail at each nailer one fastener spaced  $\frac{3}{4}$ " from leading edge of felt. Fasteners shall be spaced 6 inches on center. Vary location of fasteners into wood insulation stops from top to bottom to center. End lap shall extend past the bottom edge of tin cap or nail head a minimum of 6 inches.
- Beginning at the low point of the roof, unroll the modified bitumen cap sheet and place in desired location. Allow sufficient time for the material to relax. Reroll the material and solid mop membrane at a rate of 25 pounds per square maximum leaving no breaks or voids.
- Place subsequent sheets such that all side laps are down-slope laps. Place an additional modified bitumen sheet centered over the ridge and extending down the slope on each side.
- Side lap shall be 3 inches minimum; end laps shall be 6 inches minimum.
- All laps and leading edges shall be thoroughly examined for quality of fusion. Prior to the end of each day's work, all discrepant areas shall be reheated and properly fused, and then all edges shall be smoothed with a hot trowel.
- As granule surface cap sheet is being installed, ensure required flow of hot asphalt extends minimum of  $\frac{3}{8}$ " past edge of membrane. While asphalt is hot, sprinkle in loose granules to provide uniform granule surface appearance and UV protection.
- Completed roof covering must comply with the requirements of Underwriter's Laboratories, Inc. for a Class A roof covering.
- Remove no more existing roofing than can be dried-in with new materials the same day. Contractor shall strictly conform to this requirement.
- Cap sheet termination shall occur at a nailer. First nail shall be spaced 1" from each edge, with remaining nails spaced at +/- 6" o.c. in two rows with staggered pattern.

- **BASE FLASHING INSTALLATION**

- Prior to application of base flashing to galvanized steel or masonry, apply primer and allow to thoroughly dry.
- Apply a strip of Type VI fiberglass roofing felt in steep grade asphalt without voids, extending at least 4 inches on roof, up the face of the cant to the top of vertical surface.

- Over the Type VI felt, apply a second ply of Type VI felt in steep grade asphalt, without voids, and extending above the top of first ply and on to roof 8 inches beyond cant strip. Lap and cement ends 3 inches minimum.
  - Pre-cut Flex 190 FR granule surface flashing membrane into maximum 6.5 feet lengths, allowing for minimum 3 inch side lap and minimum 9 inch extending onto field of roof. Install in full bed of steep grade asphalt.
  - Flashing membrane shall be terminated at top of curb, expansion joint, or masonry substrate wood nailer 8 inches on center maximum or with termination bar as detailed.
  - Install Lexsuco PVC Water Barrier 20 mil membrane approximately 3 inches over masonry parapet. Fasten to masonry on exterior approximately 3 feet on center. End laps shall be 6 inches. Cement and seal laps with Lexsuco CA-103 adhesive.
  - At all laps coat exposed roofing cement with two (2) coats of asbestos free aluminum roof coating. Aluminum coating shall not be installed until roofing cement solvent has “flashed off”.
  - Flashing membrane shall conform tightly to vertical and inclined surfaces. Bridging, sagging, air pockets, or voids will not be accepted.
  - Extend all flashing minimum of 8 inches above the finish roof surface and minimum of 8 inches onto horizontal roof surface.
  - All corners shall be reinforced with a hand-cut piece of modified bitumen membrane in the shape of an oval to adequately cover the lapped joint at the corner.
- **GRAVEL STOP FLASHING**
    - Prior to gravel surfacing, prime metal gravel stop flange.
    - Set primed gravel stop in solid bed of roofing cement over Lexsuco B\_W vinyl flashing.
    - Install 2 plies of Type VI roofing felt over primed metal, extending 24 inches and 12 inches onto roof membrane.
    - Complete counterflashing gravel stop with one 12 inch length of granule surface Flex 190 modified bitumen.
- **ROOF DRAIN FLASHING**
    - Install 2 plies Type VI fiberglass reinforced roofing felt fully bedded in roofing cement. Plies shall extend from minimum 1 inch inside clamping ring to 6 inches and 9 inches beyond drain body.
    - Set lead flashing sheet in a solid bed of flashing cement over the stripping plies.

- Roofing felts shall be extended across drain. Felts shall be cut across drain body opening and felts trimmed flush with inside face of drain body.

## **PREPARATION FOR RE-ROOFING**

### **SECTION INCLUDES**

- A. Removal of existing roofing system in preparation for a new roof membrane system.

## **PART 2**

### **EXECUTION**

#### **EXAMINATION**

- A. Verify that existing roof surface is clear and ready for work of this section.

#### **PREPARATION**

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose off site. Include cost to dispose.

#### **MATERIAL REMOVAL**

- A. Remove metal counter flashings.
- B. Scrape roofing gravel from membrane surface.
- C. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- D. Repair existing deck surface to provide smooth working surface for new roof system.

## **SHEET METAL FLASHING AND TRIM**

### **PRODUCTS**

#### **SHEET Metal MATERIALS**

- A. Pre-Finished Aluminum: ASTM B 209 (ASTM B 209M); 0.032 inch (0.8 mm) thick; plain finish shop pre coated with fluoropolymer coating of color as selected.
  - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.

#### **2.02 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Sealant: Type 1 specified in Section 07900.
- D. Plastic Cement: ASTM D 4586, Type I.

## **PART 3 EXECUTION**

### **1 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **2 INSTALLATION**

- A. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

### **3 SCHEDULE**

- A. Through-Wall Flashing in Masonry:
- B. Fascia and Cornices:
- C. Gutters and Downspouts:
- D. Scuppers:
- E. Coping, Cap, Parapet, Sill and Ledge Flashings:
- F. Sheet Metal Roof Expansion Joint Covers, and Roof-to-Wall Joint Covers:
- G. Counterflashings at Roofing Terminations (over roofing base flashings):
- H. Counterflashings at Curb-Mounted Roof Items, including skylights and roof hatches:
- I. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports:

## **FLEXIBLE FLASHING**

### **PRODUCTS**

#### **MATERIALS**

- A. Flexible Flashing: Advanced Copper Fabric; laminated sheet comprising 2 oz/sq ft (610 g/sq m) copper sheet bonded with a ductile asphalt between two layers of asphalt coated glass fabric.

#### **ACCESSORIES**

- A. Plastic Cement: Advanced Type R Cement; a tacky, fast-grabbing, semi-pressure-sensitive rubber/resin base adhesive designed for bonding PVC sheet to itself and to metal, wood, or concrete.
- B. Flashing Mastic: Advanced Cop-R-Tite Flashing Mastic; compounded composition of asphalt, mineral stabilizers, and fibers, manufactured to a trowel grade consistency.

### **EXECUTION**

#### **EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared and sloped so that water will drain to building exterior.
- B. Verify that surfaces to receive flashing are thoroughly dry, free from loose materials, and reasonably smooth, with no projections or sharp edges that could puncture flashing.

## **MANUFACTURED ROOF SPECIALTIES**

### **PRODUCTS**

#### **COMPONENTS**

- A. Copings: Extruded aluminum, .032" thick, shaped as indicated, including special supports spaced at 48 inches on center. Include cover plates to conceal and weather seal joints and attachment flanges.
  - 1. Finish: Fluoropolymer coating (High Performance).
  - 2. Color: As selected.

#### **FINISHES**

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.

### **EXECUTION**

#### **EXAMINATION**

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

#### **INSTALLATION**

- A. Install components in accordance with manufacturer's instructions.
- B. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- C. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.
- D. Coordinate installation of flashing flanges into reglets.

### **ENVIRONMENTAL REQUIREMENTS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

### **PRODUCTS**

#### **1 SEALANTS**

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Applications: Use for:

- a. Control, expansion, and soft joints in masonry.
  - b. Joints between concrete and other materials.
  - c. Joints between metal frames and other materials.
  - d. Other exterior joints for which no other sealant is indicated.
- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
- 1. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
    - b. Concealed sealant bead in siding overlaps.

## **2 ACCESSORIES**

- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- B. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- C. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

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## ATTACHMENT C

### Shingle Roofing Specifications

#### SPECIFICATIONS:

The successful bidder shall provide labor and materials for the above referenced project as follows and in accordance with General Requirements below:

- Remove existing shingle roof, including clean-up and disposal of debris;
- Install underlayment over roofing deck: Either 30 LB felt or self-adhering sheet underlayment will be acceptable depending on which is preferred by the manufacturer of the shingle that you provide;
- Furnish and install new architectural shingles per specifications attached;
- Install new aluminum eave trim;
- Install new vent pipe flashings at plumbing and existing service pole;
- Install new concealed ridge vents;
- All existing shingles and felt paper shall be completely removed in sections at a time to maintain a complete overnight water tight seal. Decking shall be examined for deterioration. The contractor will be responsible for replacing decking, soffit and fascia.

#### Materials.

- The contractor shall install a roof ridge vent and apply underlayment as required, then install hip and ridge sections. All roof protrusions: pipes, vents, etc. shall be made watertight, and a metal drip edge shall be applied to the roof perimeter.

### **PART 1 - GENERAL**

#### SUMMARY

A. This Section includes the following:

- Asphalt shingles.
- Self-adhering sheet underlayment.

#### SUBMITTALS

A. Product Data: For each type of product indicated, including details of construction relative to materials, dimensions of individual components, profiles, textures and colors.

B. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

- Asphalt Shingle: Full-size asphalt shingle strip.
- Self-Adhering Underlayment: 12 inches square.

A. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.

- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.
- C. Maintenance Data: For asphalt shingles to include in maintenance manuals.

## QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual that is approved, authorized, or licensed by asphalt shingle roofing system manufacturer to install roofing system indicated.
- B. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- A. Wind-Resistance-Test Characteristics: Where wind-resistant asphalt shingles are indicated, provide products identical to those tested according to ASTM D3161 or UL 997 and passed. Identify each bundle of asphalt shingles with appropriate markings of applicable testing and inspecting agency.

## DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.
  - Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- A. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

## PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.
  - Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

## PRODUCTS

### GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Three-Dimensional, Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing. Meets requirements of Dade County, Florida Acceptance No. 01-0523.02.
- Strip Size: Manufacturer's standard.
  - Algae Resistance: Granules treated to resist algae discoloration.
  - Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.
- C. Starter Strip (for application at eave and at rake edge): Manufacturer's standard starter strip.

#### UNDERLAYMENT MATERIALS

- A. Self-Adhering Sheet Underlayment: ASTM D 1970, minimum of 40-mil- thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold applied.
- Products: Subject to compliance with requirements, provide one of the following

#### ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
- Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized steel wire with low profile capped heads or disc caps, 1-inch minimum diameter.

#### METAL FLASHING AND TRIM

- A. Sheet Metal flashing and Trim: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
- Sheet Metal: Preprinted, metallic-coated aluminum-zinc alloy-coated steel (Galvalume).
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.
- Step Flashings: Fabricate with a headlamp of 2 inches and a minimum extension of 5 inches over the underlying asphalt shingle and up the vertical surface.
  - Cricket Flashings: Fabricate with concealed flange extending a minimum of 18 inches beneath upslope asphalt shingles and 6 inches beyond each side of chimney and 6 inches above the roof plane.

- Metal Drip Edges: Brake-formed sheet metal with at least 2-inch roof deck flange and 1 1/2-inch fascia flange with 3/8-inch drip at lower edge. Furnish in lengths of 8 or 10 feet.
- C. Vent Pipe Flashings: Lead conforming to ASTM B 749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof. Provide PVC equivalent only as approved by Architect.

## **PART 3 - EXECUTION**

### **EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  - Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
  - For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **PREPARATION**

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

### **UNDERLAYMENT INSTALLATION**

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, over entire roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Lap sheets in direction to shed water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within 30 days.

### **METAL FLASHING INSTALLATION**

- A. General: Install metal flashings and other sheet metal to comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
- Install metal flashings according to recommendations in the Asphalt Roofing Manufacturers Association's (ARMA) "Residential Asphalt Roofing Manual" and asphalt

shingle recommendations in the National Roofing Contractors Association's (NRCA) "The NRCA Roofing and Waterproofing Manual."

- B. Place metal drip edge tight with fascia boards at all rake and eave edges and extend 3 inches back from roof edge bend downward over the fascia boards. Weather lap joints 2 inches. Fasten in place with nails spaced 8 to 10 inches apart.
- C. At eaves, place drip edge directly onto deck below underlayment. At rakes, place drip edge over underlayment.

## ASPHALT SHINGLE INSTALLATION

- A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches wide with self-sealing strip face up at roof edge.
  - Extend asphalt shingles 1/2 inch over fascia at eaves and rakes.
  - Install starter strip along rake edge.
  - Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
  - Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions for applicable wind uplift requirements.
  - Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
  - When ambient temperature during installation is below 50 deg F , seal asphalt shingles with asphalt roofing cement spots.
  - Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches beyond center of valley. Use one-piece shingle strips without joints in the valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
  - Do not nail asphalt shingles within 6 inches of valley center.
  - Set trimmed, concealed-corner asphalt shingles in a 3-inch- wide bed of asphalt roofing cement.
- C. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing
  - Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

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## **ATTACHMENT D**

### **Slate Roofing Specifications**

#### **INSTALLATION ASSURANCE**

Slates shall be installed by skilled and experienced roofers who will fit and fasten each slate.

#### **CERTIFICATE**

Slate Company shall furnish a certificate stating that materials used for the Project strictly adhere to the provisions of these specifications. The certificate shall also state that any required roof repairs resulting solely from defective materials or workmanship furnished under this contract shall be made without cost to the owner for a period of two years.

#### **PROJECT CONDITIONS**

The roofer shall proceed with slate shingle installation only after all penetrating work has been completed correctly, the substrate is dry, and weather conditions are favorable.

#### **ROOFING SLATE**

##### **A. MATERIAL**

1. Classification: Slate shall meet the requirements of Grade S1 per ASTM C-406-06.
2. Color: Select color(s) based on "weathering" to match current roofing.
3. Roof Style: Standard sloping roof shall be utilized to match current roofing.
4. Size: Contractor to match existing width & length.
5. Shape: Slate shingles shall be rectangular unless otherwise specified.
7. Headlap: Use 3 inch headlap.
8. Thickness: Contractor to match existing thickness.
9. Nail Holes: Each slate shall be machine punched or drilled for two nails located for proper headlap.

##### **B. PHYSICAL REQUIREMENTS**

1. Slates with a strong grain must be produced "on the grain", that is, the direction of the grain of the stone must be parallel to the long dimension of the shingle. Slates shall be randomly selected from each shipment and tested for grain direction to ensure proper fabrication.
2. Slates with broken corners on the exposed ends shall not be installed when either the base or leg of the right triangular piece broken off is greater than 1 1/2 inches. Slates with broken corners are acceptable for cutting stock.
3. The curvature of shingles shall not exceed 1/8 inch in 12 inches. Curved slates shall be trimmed and holed to permit them to be laid with the convex side facing up.
4. "Knots" and "knurls" are rounded defects that affect the smoothness of split. They are acceptable on the exposed portion of the top face but on other parts will prevent close contact

of shingles. Shingles having knots or knurls on the covered portions projecting in excess of 1/16 inch shall not be used if they prevent proper fit and contact.

5. Slates shall be free from ribbons.

6. Not more than 1% of broken slates, including those having cracks materially precluding ringing when sounded, shall be accepted.

7. Face dimensions shall not differ from those specified by more than 1/8 inch.

### **ROOFING FELT**

The roofer shall use 30 pound asphalt saturated rag felt per ASTM D 226.

### **NAILS**

The roofer shall use large head slaters' solid copper nails, 1 1/2 inch or longer for field, and 2 inch for slates on hips and ridges. Nails should adequately penetrate the roof deck.

### **CAULKING**

The roofer shall use approved waterproof elastic slaters' cement, color to match slate.

### **FLASHING**

The roofer shall use copper flashing.

### **ROOFING FELT INSTALLATION**

1. The Roofer shall lay the felt in horizontal layers, with joints lapped toward the eaves at least 2 inches. The felt shall be well secured along laps and at ends as necessary to properly hold the felt in place and protect the structure until the slate has been installed.

2. The Roofer shall lap the felt over all hips and ridges at least 12 inches to form double thickness.

3. The Roofer shall lap the felt 2 inches over the metal of any valleys or built-in gutters.

### **MEMBRANE WATERPROOFING INSTALLATION**

The roof decks shall be treated with a self-adhering membrane of rubberized asphalt integrally bonded to polyethylene sheeting (Ice & Water Shield, manufactured by W.R. Grace & Co. or approved equivalent). Follow manufacturer's literature for membrane application. Areas to be sheeted with membrane are hips, eaves, low slope areas, all slope changes or tie-ins and protrusions through the roof.

### **SLATE INSTALLATION**

1. Select either "saddled" or "mitred" hips.

2. All ridges shall be laid to form "saddled" ridges. Nails of the combing slate shall pass through the joints of the slates beneath.

3. Select either "open" or "closed" valleys.

4. Slate shall project 2 inches at eaves and 1 inch at gable ends, and shall be laid in horizontal courses with 3 inch headlaps, and each course shall break vertical joints with a minimum of 3

inch sidelap. Starter or “undereave” slates and slates at the ridge shall be canted 1/4 inch by a wooden cant strip which shall be provided by the roofer.

5. Nails shall not be driven as to produce strain on slates. The slate shall be loose when fully nailed. If this is not executed properly, building movement could draw the nail head through the slate.

6. Because roofing slate varies in terms of color shade, texture and weathering characteristics, the roofer shall draw slates from several pallets at once (shuffle) so as to blend the material on the roof.

7. Exposed nails are only permissible at the top courses where unavoidable. Exposed nail heads shall be covered with elastic cement. Hip slates and ridge slates shall be laid in elastic cement spread thickly over unexposed surface of under courses, nailed securely in place, and pointed with elastic cement.

8. All penetrations such as pipes and ventilators shall have slate neatly fitted around them.

9. The roofer shall build in, and place, all flashing pieces. Each course of slate shall have copper step-flashing neatly woven into the slate.

10. Entire surfaces of all roofs, except as noted, shall be covered with slate in a proper and weatherproof manner. Upon completion, all slates must be sound, whole and clean. The roof must be left watertight and neat in every respect, and subject to the architect's approval.

11. The owner shall be furnished with a stock of 2% extra slates for future roof repairs.

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**Instructions for Bidders**  
**Georgetown County Roof Replacements & Repairs**  
**Bid #19-031**

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

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

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

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

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

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

2. Written sealed public bids for a Term Contract to provide **Georgetown County Roof Replacements & Repairs** 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 three (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. 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.

7. 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**

8. 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.

9. 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 “Georgetown County Roof Replacements & Repairs” 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.

10. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services

have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

11. Faxed or E-mailed bids will not be accepted by Georgetown County.
12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
16. 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.
17. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer

to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. All 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.

24. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

25. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

26. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

27. 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.

28. 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.

29. This Invitation for Bid covers the estimated requirements to provide Georgetown County Roof Replacements & Repairs for Georgetown County. The purpose is to establish a Contract with firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

30. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. 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. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

31. 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.

32. 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.

33. 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 (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.

34. Workman's Compensation Coverage

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

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

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

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

35. Builder's Risk Insurance

Contractor shall provide and maintain, during the progress of the work and until execution of the Certificate of Contract Completion, a Builder's Risk Insurance policy to cover all work in the course of construction including false work, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

- a) Such insurance shall be on a special cause of loss form, providing coverage on an open perils basis insuring against the direct physical loss of or damage to covered property, including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage, and testing/startup.
- b) Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Contractor extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly **transporting** materials and supplies necessary to the repair or replacement.
- c) The policy shall specifically permit and allow for partial occupancy by the owner prior to execution of the final Certification of Contract Completion, and coverage shall remain in effect until all punch list items are completed.
- d) The Builder's Risk deductible may not exceed \$5,000. The Contractor or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.
- e) If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this paragraph.

36. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

37. Condition of Items

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

38. Workmanship and Inspection

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

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

39. Invoicing and Payment

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

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

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

40. South Carolina Sales Tax

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

41. Assignment of Contract

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

42. 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.

43. 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

44. 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.

45. Applicable Laws

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

46. 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.

47. 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.

48. 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.

49. Notice of Award

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

50. 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.

51. 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.

52. 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.

53. 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.

54. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

55. 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.

56. 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>

57. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

58. Bid Tabulation Results

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

59. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

60. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
61. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
62. Response Clarification  
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
63. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

### **Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts

which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

#### **64. Vendor Checklist**

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

- IRS W-9 Form
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- 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.]**

(Mandatory Bid Submission Form)

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-					
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**or**

**Employer identification number**

		-										
--	--	---	--	--	--	--	--	--	--	--	--	--

**Part II 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 (defined below); 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. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY VENDOR SUBMITTAL FORM

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

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
  
6. Local preference shall not apply to the following categories of contracts:
  - (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
  - (b) Contracts for professional services except as provided for in section five (§5) above;
  - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
  - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a

**Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a

**Non-Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_

**Signature of Company Officer**



**MANDATORY BID SUBMITTAL FORM**  
**Bid #19-031**  
**Georgetown County Roof Replacements & Repairs**

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

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

**2. BASE BID ITEMS:**

<u>Facility</u>	<u>Total Per Facility</u>
Midway Fire Station #82	\$
Dept. of Juvenile Justice	\$
Pardon and Parole	\$
Historic Courthouse-Built-up Roof	\$
Historic Courthouse-Slate Roof	\$
Georgetown Bureau of Aging Services	\$
Andrews Magistrate	\$
<b>TOTAL BASE BID:</b>	\$

**3. ALTERNATE #1:**

<u>Facility</u>	<u>Total</u>
County Museum	\$

**4. UNIT PRICING (To be used for change order purposes, if needed):**

- a. Repair of deteriorated/damaged wood \$ \_\_\_\_\_ per sheet (labor & material)
- b. Replace 1 x 6 decking \$ \_\_\_\_\_ per lineal foot (labor & material)
- c. Replace 1 x 8 decking \$ \_\_\_\_\_ per lineal foot (labor & material)

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

6. Estimated number of days for mobilization after NTP/PO issued: \_\_\_\_\_

7. Estimated number of days for completion of all facilities: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

12. Remittance Address: \_\_\_\_\_

\_\_\_\_\_

13. Accounting Contact \_\_\_\_\_

14. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

15. E-Mail address \_\_\_\_\_

16. List a minimum of three (3) Customer References in the fields below, preferably  
Municipalities/Commercial:

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:	

17. 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.]

18. 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.

19. 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

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

21. 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.

22. 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

23. 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.

24. 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. 19-031 were received.

25. 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]

26.

<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>
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27. Printed Name of person binding bid \_\_\_\_\_

28. Signature (X) \_\_\_\_\_

29. Date \_\_\_\_\_

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