



**Capital Projects & Purchasing Department  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488  
843.539.1968**

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**BID: CPST-02  
Water & Wastewater Improvements at Lowcountry Regional  
Airport Industrial Park**

**MANDATORY PRE-BID CONFERENCE:  
Wednesday, June 10, 2015 @ 10:00am  
Located at 113 Mable T. Willis Blvd. Walterboro, SC 29488**

**BIDS DUE: Thursday, June 18, 2015 @ 12:00pm**

**MAIL BID RESPONSE TO:**  
Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

**HAND DELIVER BID RESPONSE TO:**  
Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

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## **A. PURPOSE OF REQUEST**

Colleton County, South Carolina (the "**County**") requests bids from qualified licensed contractors to install water and sewer improvements along Robertson Boulevard to a parcel at the Lowcountry Regional Airport Industrial Park. Work consists of 4,436 LF of gravity sewer line and 923 LF of water line.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

This project is funded by SC Dept. of Commerce, Rural Infrastructure Authority (RIA) and local funds.

## **B. SCOPE OF WORK**

The project consists of 4,436 LF of gravity sewer line and 923 LF of water line. The proposed sewer is a 12" line that will tie into the City of Walterboro's main 18" trunk line. The trunk line is on the opposite side Ireland Creek from the project parcel and an aerial crossing will be required. Most of the installation will be within the SCDOT right-of-way limits until the proposed sewer line reaches the airport parcel limits in which the line will turn into the site and will reduce to a 10" line. Water is present at the Airport site but is located on the opposite side of the roadway. The water line will have to be jacked and bored beneath Robertson Boulevard and will extend directly into the Airport parcel. All work along Robertson Boulevard will be constructed in accordance to the specifications of the SCDOT encroachment permit obtained. All work beyond the SCDOT right-of-way will be on airport property and coordination with the airport manager will be required.

This contract is a lump sum contract. Unit prices are required in the bid form in order to qualify bids and to provide a reference point for any potential change orders.

## **C. INSTRUCTIONS TO BIDDERS**

1. Submittal must include one (1) original bid response clearly marked as original, and two (2) complete copies of the Offerer's bid. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offerer's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

4. The Offerer must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. Offerer shall complete and submit all forms and documents listed below. All responses shall be printed in ink or typewritten. Bids written in pencil will be disqualified.

The following documents shall be included in the submitted bid package:

- a. Proposer's Submittal Form\*;
- b. Bid Summary Sheet\*;
- c. Completed W-9 Form\*;
- d. Required Bid security in the form of bid bond;
- e. Contractor License Number or evidence of bidders ability to obtain a State Contractor's License and covenant by Bidder to obtain said license within the time for acceptance of Bids;
- f. Evidence of authority to do business in the State of South Carolina, or written covenant to obtain such license within the time frame for acceptance of Bids;
- g. List of Project References\*;
- h. List of Proposed Subcontractors\*;
- i. DBE Good Faith Certification\*;
- j. Disclosure Of Potential Conflict of Interest Certification\*;
- k. Equal Employment Opportunity Certification\*;
- l. Drug-free Workplace Certification\*;
- m. Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters\*;

\*- Applicable forms are included in the **BID FORMS** section of this RFB.

6. Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.
7. The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Colleton County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded. The cost of performance bond is to be included in the unit prices listed on the bid form.
8. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offerer's name, address, and the solicitation name and number.

9. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be emailed to Jared Fralix, County Engineer at [jfralix@colletoncounty.org](mailto:jfralix@colletoncounty.org) no later than 12:00PM on Thursday, June 11, 2015. Answers to all questions will be posted on the County website as addendums to this bid.

**A “No Response” qualifies as a response; however, it is the responsibility of the Offerer to notify the Procurement Office if you receive solicitations that do not apply.**

#### **D. SELECTION CRITERIA**

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the quantities on the Bid Form. Responsible bidders possess the ability to perform successfully under the terms and conditions set forth in this RFB.

#### **E. SPECIFIC TERMS AND CONDITIONS**

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerer’s ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed

as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this bid shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for bids. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for bids in their entirety except as amended or superseded within. This ordinance can be found at [https://www.municode.com/library/sc/colleton\\_county/codes/code\\_of\\_ordinances](https://www.municode.com/library/sc/colleton_county/codes/code_of_ordinances) under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD:
  - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

- b. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Contract Award. This project is partially funded by Rural Infrastructure Authority (RIA). The issuance of the Notice of Contract Award is conditioned upon RIA review and approval.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Capital Projects & Purchasing Director by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

## **F. GENERAL CONTRACTUAL REQUIREMENTS**

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Offeror shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, Offeror, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other

independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally the County will not provide indemnity to the successful OFFEROR. Failure to comply with this section may result in your request for bid to be deemed non-responsive.
7. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
8. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
9. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this 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 County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
10. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
11. **ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
12. **AFFIRMATIVE ACTION:** The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

14. TERMINATION OF CONTRACT

Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.

- a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.
- c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

15. GOVERNING LAWS: Any contract resulting from this request for bids shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.

16. BONDS: Payment and Performance Bonds are required for this request for bids.

17. PURCHASING CARD: By submitting a bid, contractor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.

18. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

19. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFB

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate  
Business Auto Liability – Same as Comprehensive General Liability  
Excess or Umbrella Liability - \$1,000,000  
Colleton County will be named as an “additional insured” party

## **G. SPECIAL PROVISIONS**

(1) **CONSTRUCTION DRAWINGS & SPECIFICATIONS:**

The construction drawings and specifications associated and attached to this RFB will be considered the “Bid Set” drawings. Any revisions will be published as Addenda and uploaded to the County website at <http://www.colletoncounty.org/bids-and-proposal-requests>. The contractor is responsible for all information included as addenda as part of the submittal.

(2) **SUBSTANTIAL COMPLETION OF WORK**

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the with the only remaining work to be performed being punch list items. Substantial completion will be determined and issued by the County Engineer.

(3) **FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:**

Attention is directed to this Federal Legislation, which has been enacted into law. The contractor will be responsible for carrying out all of the provisions of this legislation, which may affect this contract.

(4) **PERMITS:**

A copy of all the project permits can be made available from the design and permitting engineer. The Contractor shall comply with all provisions and requirements of the permits. Failure to adequately comply with the provisions of these permits or any other requirements from these permitting agencies will result in the stoppage of all contract operations until corrective actions have been taken. Fines assessed by these agencies to the Department as the result of the Contractor’s non-compliance or violation of said permit provisions will be paid by the Department and subsequently deducted from the Contractor’s monthly pay estimate. Project permits include: SC Dept. of Health & Environmental Control Land disturbance, Water & Sewer permits; SC Office of Coastal Resource Management – Coastal Zone Consistency permit; SC Dept. of Transportation Encroachment; US Army Corp of Engineering Wetland permit.

(5) **Disadvantaged Business Enterprise (DBE) PARTICIPATION:**

The Bidder is strongly encouraged to use DBE subcontractors on this project and is required to show a Good Faith Effort was made in attempt to do so. DBE planned participation and the Contractor’s Good Faith Effort shall be recorded in the DBE forms provide in the BID FORMS section of this RFB.

The prime Contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE’s and WBE’s shall be indicated on the DBE Subcontractors Form provided.

If no certified DBE or WBE Contractors are available, the contractor shall verify and document this fact. Documentation shall include, but is not limited to: written records of efforts made to contact and/or negotiate prices with available DBE's or WBE's.

(6) **CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS**  
By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide the County with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

(7) **TOTAL CONTRACT TIME:**

The total contract time for this project shall be **150 consecutive calendar days** with a Completion Date no later than **12/31/15**. Work on this project may commence Notice to Proceed to be issued after contract award by the County.

(8) **FAILURE TO COMPLETE WORK ON TIME:**

If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be assessed for each day beyond the contract completion date that work items are not completed. This includes all pay items with only punch list items remaining. Days to be charged for liquidated damages will not stop due to seasonal restrictions. The daily liquidated damages rate is determined from the following schedule. The date of substantial completion is determined by The County Engineer. The punch list must be completed within 30 days of the final inspection unless another time frame is agreed upon by the County Engineer and Contractor at the final inspection. Seasonal restrictions and temperatures may be considered for individual items. Failure to complete the punch list may result in The County Engineer charging liquidated damages at the specified rate for any punch list item remaining incomplete beyond 30 days. Liquidated damages will be applied daily until all items are complete. If a final inspection is held prior to the contract completion date, liquidated damages shall not be charged prior to the contract completion date for incomplete punch list items.

(9) **LIQUIDATED DAMAGES:**

Liquidated damages will be assessed based on the following table:

Schedule of Liquidated Damages for Each Day Overrun in Contract Time		
Original Contract Amount		Daily Charge
From More Than	To and Including	Calendar Day or Fixed Rate
\$0.00	\$100,000,000.00	\$500.00

(10) TEMPORARY SUSPENSION OF WORK:

Once work on this project commences, the Contractor must not suspend work on the project without written permission from The County Engineer. In the event the Contractor suspends work without such approval, additional liquidated damages (at the rate specified for overruns in contract time) will be assessed for the unauthorized suspended work period.

(11) CONSTRUCTION SCHEDULE:

No electronic CPM Schedule will be required for this contract. In lieu of the electronic CPM schedule, provide the following information to The County Engineer prior to the Notice to Proceed Date:

- Planned work start date
- Planned completion date
- Anticipated payments by pay application period

The County will use this information to account for the work and cash flow generated by this contract. Provide updates to this information in the event there is a significant change to the scope of work or an adjustment to the completion date. If contract progress falls behind, provide a recovery plan to The County Engineer no later than 15 days following the pay application period end date where progress lapsed. No payment or separate pay item is included for the provision of this information. Include any costs to provide this information in other items of work.

(12) PAYMENT SCHEDULE

Partial Payments will be made no more than once each month as the work progresses. The monthly partial payment periods end at the end of the day on the last day of each month. Pay applications are to be submitted to the County Engineer for review and approval. Upon approval, the County Engineer submits the pay application to the County Finance Department for processing. Payment processing is performed on a weekly basis.

(13) RETAINAGE

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the County reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

(14) TRAFFIC CONTROL:

A predetermined Traffic Control Plan (TCP) shall be submitted seven (7) calendar days prior to the start of work in compliance to the SCDOT encroachment permit. The TCP shall be submitted to the County Engineer for review and verification of conformance with Part VI (Temporary Traffic Control) of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The TCP shall address the type, size, and placement of signs, job location and personnel to be used.

- A. All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control De-vices (MUTCD), latest edition.
- B. Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
- C. Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged

shall be replaced as directed by the Engineer.

- D. On projects where traffic is detoured around the work area, Contractor shall place signing as shown by the TCP.
- E. On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. Full closure with appropriate detour will be considered on a case by case basis only.
- F. Temporary traffic control devices shall be utilized throughout all construction operations.
- G. All salvaged material and devices, i.e. TCP signs, etc., shall become the property of the Contractor.
- H. Weeds, shrubbery, construction equipment or material, spoil, etc., shall not be allowed to obscure any traffic control device.
- I. All personnel on the project site shall comply with Federal OSHA regulations. At a minimum, all personnel shall wear reflective safety vests within the work zone.
- J. All lane closures and times shall be submitted by the Contractor in their Traffic Control Plan for approval by the Engineer.

(15) SEDIMENT & EROSION CONTROL SPECIFICATIONS DURING CONSTRUCTION:

In order to meet the requirements of National Pollution Discharge Elimination System (NPDES) regulations, the Contractor shall take necessary measures to insure all sediment is maintained on-site during construction. The Sediment and Erosion Control plan included in the construction drawings will be followed, redlined, and dated as items are installed and maintained. The contractor shall add to shown Best Management Practices (BMPs) as necessary per field conditions to maintain compliance with the project's NPDES coverage.

**H. BID FORMS**

**BIDDER’S SUBMITTAL FORM**

In compliance with the above Request for Proposal, the undersigned hereby proposes to provide construction services for Colleton County for this project in accordance with the instructions, terms, conditions and requirements incorporated in the Request for Proposal.

Proposal submitted by:

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Principal's Name and Title (type or print) \_\_\_\_\_

Principal's Signature \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Is your business delinquent in paying any taxes owed to Colleton County?  Yes  No

Please note that the Capital Projects & Purchasing Department is required to verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your submittal may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Colleton County Delinquent Tax Office at (843) 958-4570.

Does your business have a valid Colleton County Business License?  Yes  No

If so, list the number: \_\_\_\_\_. You must possess a valid Colleton County Business License for business undertaken in the unincorporated areas of the County. If you should have any questions, please call (843) 723-6705.

**PAYMENT OPTIONS:**

Do you accept credit cards as a form of payment?  No  Yes

**MINORITY AND WOMAN-OWNED PROJECT GOALS FOR C-FUND CONTRACTS**

For contracts that involve South Carolina Department of Transportation C-Funds (such as this contract) there is a goal of 5% minority and 5% woman-owned business enterprise subcontract participation. A list of certified minority and woman-owned disadvantaged business enterprises can be found at the SCDOT Web site [http://www.scdot.org/doing/dbe\\_listing.shtml](http://www.scdot.org/doing/dbe_listing.shtml)

**BUSINESS OWNERSHIP CERTIFICATION**

Are you a certified Colleton County Small Business Enterprise (SBE)?  No  Yes

(If yes, give SBE Certification No. \_\_\_\_\_)

Regarding the ownership of your company, mark all that apply:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> White Male _____ %   | <input type="checkbox"/> Hispanic/Latino Male _____ %   | <input type="checkbox"/> American Indian/Alaskan Native Male _____ %     |
| <input type="checkbox"/> White Female _____ % | <input type="checkbox"/> Hispanic/Latino Female _____ % | <input type="checkbox"/> American Indian/Alaskan Native Female _____ %   |
| <input type="checkbox"/> Black Male _____ %   | <input type="checkbox"/> Asian Male _____ %             | <input type="checkbox"/> Native Hawaiian/Pacific Islander Male _____ %   |
| <input type="checkbox"/> Black Female _____ % | <input type="checkbox"/> Asian Female _____ %           | <input type="checkbox"/> Native Hawaiian/Pacific Islander Female _____ % |

**BID SUMMARY SHEET**



**BID NUMBER:** CPST - 02  
**Water & Wastewater Improvements at Lowcountry  
 Regional Airport Industrial Park**

**OPENING DATE &  
 TIME:** June 18, 2015 @ 11:00 am

**OPENING LOCATION:** Capital Projects & Purchasing Department  
 113 Mable T. Willis Blvd  
 Walterboro, SC 29488

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Bid Price</u>
1.	Mobilization/Bonds	LS	1	\$ _____	\$ _____
2.	Provide Clearing and Grubbing, including all labor and supervision, as shown on the Construction Plans and described in the Contract Documents.	AC	1.51	\$ _____	\$ _____
3.	Install 12-Inch Ductile Iron Pipe (DIP) Thickness Class 52 fusion coated ceramic epoxy lined (AWWA C116) Gravity Sewer Line, including all materials, labor, supervision, trench safety system, bedding, backfill, compaction, inspection and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents.	LF	1100	\$ _____	\$ _____
4.	Install aerial crossing pipe supports and rip-rap, including all materials, labor, supervision, inspection and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents.	LS	1	\$ _____	\$ _____
5.	Install 12-Inch Polyvinyl Chloride (PVC) Standard Dimension Ratio 35 (ASTM D3034) Gravity Sewer Line, including all materials, labor, supervision, trench safety system, bedding, backfill, compaction, inspection and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents	LF	2564	\$ _____	\$ _____
6.	Install 10-Inch PVC Standard Dimension Ratio 35 (ASTM D3034) Gravity Sewer Line, including all materials, labor, supervision, trench safety system, bedding, backfill, compaction, inspection and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents	LF	772	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Bid Price</u>
7.	Install 48-Inch diameter Precast Concrete Manhole (Eccentric Cone) including all materials, labor, supervision, trench safety system, appurtenances, rings, covers, bedding, backfill, compaction and adjustment, complete and in place as shown on the Construction Plans and described in the Contract Documents.	EA	12	\$ _____	\$ _____
8.	Install 48-Inch square Precast Concrete Manhole (Shallow) including all materials, labor, supervision, trench safety system, appurtenances, rings, covers, bedding, backfill, compaction and adjustment, complete and in place as shown on the Construction Plans and described in the Contract Documents.	EA	1	\$ _____	\$ _____
9.	Connect new 12-Inch DIP Gravity Sewer Line to existing manhole and Provide Bypass Pumping, complete and in place as described in the Contract Documents.	LS	1	\$ _____	\$ _____
10.	Install 10-Inch DIP (AWWA C151) Water Line, including all materials, fittings, hydrants, and appurtenances, labor, supervision, trench safety system, bedding, backfill, compaction, inspection and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents.	LF	923	\$ _____	\$ _____
11.	Connect new 10-inch DIP Water Line to existing 10-inch water line by Tap and Provide Jack-and-Bore under Robertson Boulevard including steel casing and all materials, fittings, labor and supervision, complete and in place as shown on the Construction Plans and described in the Contract Documents.	LS	1	\$ _____	\$ _____
12.	Remove and Replace Asphalt/Concrete Paving, including materials, labor, supervision, compaction, inspections and testing, complete and in place as shown on the Construction Plans and described in the Contract Documents.	SY	40	\$ _____	\$ _____
13.	Provide appropriate erosion and sediment control devices (construction entrance, silt fence, inlet protection, sediment tube, seeding, and turf reinforcement matting) including materials, labor, supervision, maintenance and inspections, as required by SCDHEC or as shown on the Construction Plans and described in the C-SWPPP and Contract Documents, whichever is more stringent, complete and in place.	LS	1	\$ _____	\$ _____
14.	Provide traffic control measures and devices including materials, labor, supervision and maintenance as required by SCDOT or as shown on the Construction Plans and described in the Contract Documents, whichever is more stringent, complete and in place.	LS	1	\$ _____	\$ _____

**Total Bid Amount: \$ \_\_\_\_\_**

**Total Bid Amount**

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents (\$ \_\_\_\_\_)

**Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.**

**The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to complete the finish work as stipulated in the Bid Documents.**

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

FIRM NAME:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**By signing this Bid Form, the BIDDER acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.**

# REFERENCE FORM

## REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone, fax number, and email address of a similar job completed

- 1.) Name of Project Owner: \_\_\_\_\_  
Brief Description Including Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Completed Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person's Name: \_\_\_\_\_  
Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact E-mail: \_\_\_\_\_
  
- 2.) Name of Project Owner: \_\_\_\_\_  
Brief Description Including Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Completed Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person's Name: \_\_\_\_\_  
Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact E-mail: \_\_\_\_\_
  
- 3.) Name of Project Owner: \_\_\_\_\_  
Brief Description Including Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Completed Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person's Name: \_\_\_\_\_  
Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact E-mail: \_\_\_\_\_
  
- 4.) Name of Project Owner: \_\_\_\_\_  
Brief Description Including Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Completed Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person's Name: \_\_\_\_\_  
Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Contact Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Contact E-mail: \_\_\_\_\_

**SUBCONTRACTOR FORM**

**SUBCONTRACTOR FORM**

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dollar Value of Subcontractor's Work: \$ \_\_\_\_\_ Percentage of Contract Value: \_\_\_\_\_

## DBE GOOD FAITH EFFORT CERTIFICATION

Affidavit of \_\_\_\_\_  
(Name of Offeror)

**I have made a good faith effort to comply with the following listed items:**

1. Minority businesses, that reasonably could have been expected to submit a quote and that were known to the contractor, were contacted utilizing Federal, State and/or Local Government minority registry list(s). Contacts were made at least 10 days, or within a reasonable amount of time, before the submittal date, and the subcontractors were notified of the nature and scope of work to be performed.
2. The construction plans, specifications, and requirements have either been available for review by prospective minority businesses, or have been provided to them at least 10 days or within a reasonable amount of time, before the submittals were due.
3. Where feasible, combined work has been broken down into units to better facilitate minority participation, as needed.
4. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors, as needed.
5. Negotiated in "Good Faith" with interested minority, women-owned, disadvantaged businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority, women-owned, disadvantaged businesses based on their lack of qualifications must have the reasons documented in writing and attach supporting documents to the Good Faith Effort Affidavit.
6. Provided prompt pay agreements and policies to minority subcontractors and suppliers associated with this Affidavit.

**Portion of the Work to be Performed by Minority Firms**

Affidavit of \_\_\_\_\_ . I hereby certify that on the  
(Name of Offeror)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

Is your business a currently certified DBE?  No  Yes

Total M/W/DBE Participation Amount \$ \_\_\_\_\_

I certify that I have made a **Good Faith Effort** to expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, and/or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Code	Work Description	Dollar Value	Percentage %
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

\* Minority Codes: Black, African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Female (**F**); Socially and Economically Disadvantaged (**D**)

The undersigned will attempt to formalize the subcontractor agreement with the minority firms listed above upon execution of a contract with the County.

The undersigned hereby certifies that he/she has read the terms of this Affidavit and is authorized to bind the Offeror to the Affidavit as set forth herein.

Name of Authorized Officer (Print/Type): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Notary Seal**

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Identification of Rejected M/W/DBE's**

I, \_\_\_\_\_, hereby certify that I have made a Good Faith Effort on this project. I contacted and **REJECTED** the following minority, women-owned, disadvantaged businesses enterprise as subcontractors, vendors, supplier, or providers of professional services.

Firms Names, Address, Contact Name, and Phone Number	Work Type	*Minority Category

\* Minority categories: Hispanic (**H**); Asian American (**A**); American Indian (**I**); Female (**F**); Socially and Economically Disadvantaged (**D**); Black, African American (**B**)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION**

Contractor hereby indicates that it has, to the best of its knowledge and belief has:

\_\_\_\_\_ Determined that no potential organizational conflict of interest exists.

\_\_\_\_\_ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):

2. Describe measures proposed to mitigate the potential conflict(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Colleton County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

**By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.**

Contractor/Vendor Name: \_\_\_\_\_

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

Authorized Representative Name: \_\_\_\_\_

Authorized Representative Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Witness (Print Name): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
  - (a) Abide by the terms of the statement: and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;

- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
  - (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

**Contractor/Vendor Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Authorized Representative Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prime Contractor, \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the prime Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

The primary Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date