

**REQUEST FOR BIDS
RFB #2024-012**

**CAMDEN A&P PROJECT
ASHPALT LOT REMOVAL AND SITE RESTORATION**

**Santee-Lynches Regional Council of Governments for
Santee-Lynches Regional Development Corporation**

BACKGROUND:

On behalf of Santee-Lynches Regional Development Corporation (SLRDC), the Santee-Lynches Regional Council of Governments (SLRCOG) is inviting bids to perform asphalt lot removal and site restoration on one (1) parcel of land at the corner of Lyttleton Street and Rutledge Street (1005 Lyttleton Street) in the heart of downtown Camden, South Carolina, herein referred to as the “A&P Project” and detailed below and pictured in this RFB (*Attachment B*). The Property Survey is available for review on the Santee-Lynches website at: <https://www.santeelynchescog.org/rfpsbids>.

Kershaw County Parcel ID Number
C284-12-00-165
Street Address
1005 Lyttleton Street, Camden, SC 29020
Approximately 60,000 Sq/Ft Asphalt Lot

PURPOSE OF REQUEST:

Santee-Lynches Regional Council of Governments is requesting bids from South Carolina Asphalt Paving Contractor licensed firms to perform asphalt lot removal and site restoration on the A&P Project site. All debris materials from the site shall be disposed of properly in accordance with all regulations. No on-site burning or burying materials is permitted.

All contractors and subcontractors must maintain a South Carolina Asphalt Paving Contractor licensed through the South Carolina Contractor’s Licensing Board.

All contractors and subcontractors shall secure any necessary permits from local agencies and a City/County Business License.

***A Mandatory Site Meeting is scheduled for July 25, 2024 @ 10:00AM ***

I. MINIMUM QUALIFICATIONS OF CONTRACTORS

Responding contractors must possess the following minimum qualifications:

1. Contractors and all subcontractors performing work on this project must maintain a South Carolina Asphalt Paving Contractor licensed through the South Carolina Contractor's Licensing Board.
2. All contractors and subcontractors shall secure any necessary permits from local agencies and a City/County Business License.
3. Must not be debarred from conducting business within the state of South Carolina.
4. Must possess appropriate liability and property damage insurance.
5. Must have workers' compensation insurance.

II. ROLE OF CONTRACTOR/SCOPE OF WORK

Responsibilities/Scope of work include, but are not limited to:

Asphalt Lot Full Depth Removal

1. The Contractor will be responsible for removing asphalt at full depth from the entire lot, and the lot is to be left clean of any non-natural debris and with all areas being accessible.
2. The Contractor will remove all concrete and brick aprons.
3. The Contractor will be responsible for all costs of transport and proper disposal of any debris.
4. The Contractor will be responsible for all landfill fees.
5. The Contractor is responsible for all temporary facilities necessary to successfully complete the project to include, but not limited to, portable restrooms, temporary power, temporary water, silt fencing, site security, etc.
6. Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that existing businesses can operate normally without significant disruption during demolition activities.
7. The Contractor shall provide and install all sediment and erosion control devices, practices, and structures, required in accordance with applicable South Carolina Department of Health and Environmental Control (SCDHEC) and South Carolina Department of Transportation (SCDOT) Standards.
8. Depressions greater than six (6) inches created by the asphalt removal specified must be graded level with adjacent land, as directed by The Owner or their designated representative. All areas where the asphalt lot specified has been removed will be seeded as directed by The Owner.
9. Upon completion of the assigned work, The Contractor will provide written verification that all asphalt and aprons have been removed.

10. All materials from the sites shall be disposed of properly in accordance with all regulations.
11. **Asphalt Lot Removal for the property must be completed, no partial payment request will be accepted.**

Site Restoration, Backfill and Compaction:

1. The Contractor shall bring finished grade to match the sidewalks or to existing materials on all sides of the site. The Contractor shall backfill all excavated areas with suitable material, and grade to provide for positive surface drainage for the entire site (generally, 0.5% minimum slope from the highest point of adjacent road, curb or sidewalk).
2. Fill used shall be for counties classified as Group B per SCDOT standard, section 203.2...1.8, #15. The following soil types are acceptable for use as backfill material in accordance with AASHTO M 145. They are as follows: A-1, A-2, A-3, A-4, and A-5. Each layer shall be spread evenly and compacted. Each layer of backfill and the top eight inches of material shall be compacted by approved equipment and the density shall be 98% as determined by the Standard Proctor Test.
3. The Contractor shall re-seed the site with appropriate seasonal grass for erosion control, as directed by the City of Camden.
4. The Contractor shall be responsible for the installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. The Contractor shall be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.
5. The Contractor shall notify The Owner before proceeding with work, should unacceptable material such as muck, building debris or other unsuitable material be discovered. Borrowed material shall be required to meet SCDOT standard specifications for roadways and structures. Placement and compaction will be directed by The Owner.
6. **Site Restoration for properties must be completed, no partial payment request will be accepted.**

III. WORK EXECUTION

Should work require road closure, the contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with Kershaw County and SCDOT Standards.

Cleanup: All debris shall be cleaned up each day before the work crew leaves the site unless given permission by SLRCOG to do otherwise. Unless directed otherwise, it shall be the responsibility of the contractor to remove and lawfully dispose of all debris resulting from project activities. The contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either the Rimini Tract or private property shall be the responsibility of the contractor to repair or to make arrangements to repair with the approval of Kershaw County. This shall be done prior to final payment of contract.

Supervision: This Contract is under the direct supervision Santee-Lynches Regional Council of Governments. Any alterations or modifications of the work to be performed under the contract shall be made only by written pre-authorization by SLRCOG. A Change Order shall be issued to include the additional work. No claims for extra work or materials will be allowed unless covered by an approved Change Order.

Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by the Contract. All policies and procedures related to asbestos abatement shall be followed according to all rules and regulations provided by DHEC for each individual property.

Working Hours: Except for emergency responses, the Contractor shall schedule work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday, unless authorized by Kershaw County to do otherwise.

INSTRUCTIONS TO BIDDERS

All Request for Bid forms **Attachment A** must be complete and sealed bids must be submitted by the deadline date of **Monday, August 12, 2024 @ 12:00 PM**. Once a sealed bid is submitted, no opportunity shall exist to withdraw and submit an alternate bid. No bidder may withdraw their bid within 90 days of the date of the actual opening. **Work should begin within 15 days of Award and must be completed within 30 days of the Notice to Proceed.**

The following attached forms related to this Request for Bids must be completed and returned with the submitted bid:

➤ **South Carolina Asphalt Paving Contractor License through the South Carolina Contractor's Licensing Board.**

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Santee-Lynches RCOG assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence address the envelope to the procurement office but do not include the bid number on this envelope since it does not include your bid.
5. 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 30-4-4,

- Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (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 agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
 7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
 8. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to the Executive Director, Santee-Lynches Regional Council of Governments (SLRCOG), 3219 Broad Street, Sumter, SC 29150, email dcyphers@slcog.org.
 9. SLRCOG reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in best interest of SLRCOG unless stated otherwise elsewhere in this solicitation.
 10. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

No bidder will be considered unless the bidder possesses a South Carolina Asphalt Paving Contractor license through the South Carolina Contractor's Licensing Board.

Request for Bids to:

3219 Broad St, Sumter, SC 29150

Bids are due no later than Monday, August 12, 2024 @ 12:00 PM.

Bids will be opened by Monday, August 12, 2024 @ 3:00 p.m., at Santee Lynches Regional Council of Governments, 3219 Broad Street, Sumter, SC 29150 by Santee-Lynches Regional Council of Governments representatives, in the presence of two witnesses. All responsive bids will be verified and a tabulation of offers (bid tab) will be made available for public record. Except as otherwise provided by law, information furnished by a bidder shall not be disclosed without written consent of the bidder until such time as a contract is awarded. Bidders must mark as proprietary any information they would not want released to the public.

The lowest responsible and most responsive bidder that meets time constraints will be selected. In the event of a tie bid, SLRCOG procurement policy procedures shall prevail. The SLRCOG reserves the right to reject any or all bids.

This solicitation does not commit Santee-Lynches Regional Council of Governments to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services.

Bid Package envelopes are to be clearly marked **Camden A&P Project Asphalt Lot Removal and Site Restoration RFB #2024-012** and will be accepted in person, by U.S. Mail or by private courier service. The contractor shall bear all risks associated with delays in the U.S. mail or delivery service. Late submissions will not be considered. NO bids shall be accepted via oral or e-mail communication, telephone, or fax transmission.

All questions addressing the bid packet should be sent in writing only, to Esmonde Levy at elevy@slcog.org no later than Friday, August 2, 2024 by 12:00 PM.

Written questions must be received before the question deadline stated above. Any requests received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to and emailed to all prospective bidders.

In the event an addendum to this RFB is issued, all solicitation terms and conditions shall remain in effect unless specifically changed by the addendum. Bidders are encouraged to monitor the Santee-Lynches website at: www.santeelynchescog.org. The acknowledgement must be remitted with the RFB, a signed letter which acknowledges the addendum(s) and refers to the RFB and addendum number(s).

Attachment A

REQUEST FOR BIDS 2024-012

Asphalt Lot Removal and Site Restoration on the “A&P Project” in Camden, SC.

Responsive bids must have ALL forms from the bid packet completed. Not completing and returning ALL forms will render bid packet NON-RESPONSIVE.

Bids are due to the Santee Lynches Council of Governments (SLCOG), 3219 Broad Street, Sumter, SC 29150, **Monday, August 12, 2024 @ 12:00 PM.** *Bids delivered prior to the bid opening may be delivered to the Santee Lynches Council of Government, at 3219 Broad Street, Sumter, SC 29150.*

Full legal name of contractor performing services: _____

ADDRESS:

1005 Lyttleton St.

Parking Lot Removal _____

Site Restoration _____

TOTAL BID _____

TOTAL BID FOR ALL WORK _____

Quotation Submitted by:

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Telephone: () _____ FAX: () _____ Email: _____

DUNS NUMBER: _____

Name of person submitting this Quotation: _____

Signature of person submitting this Quotation: _____

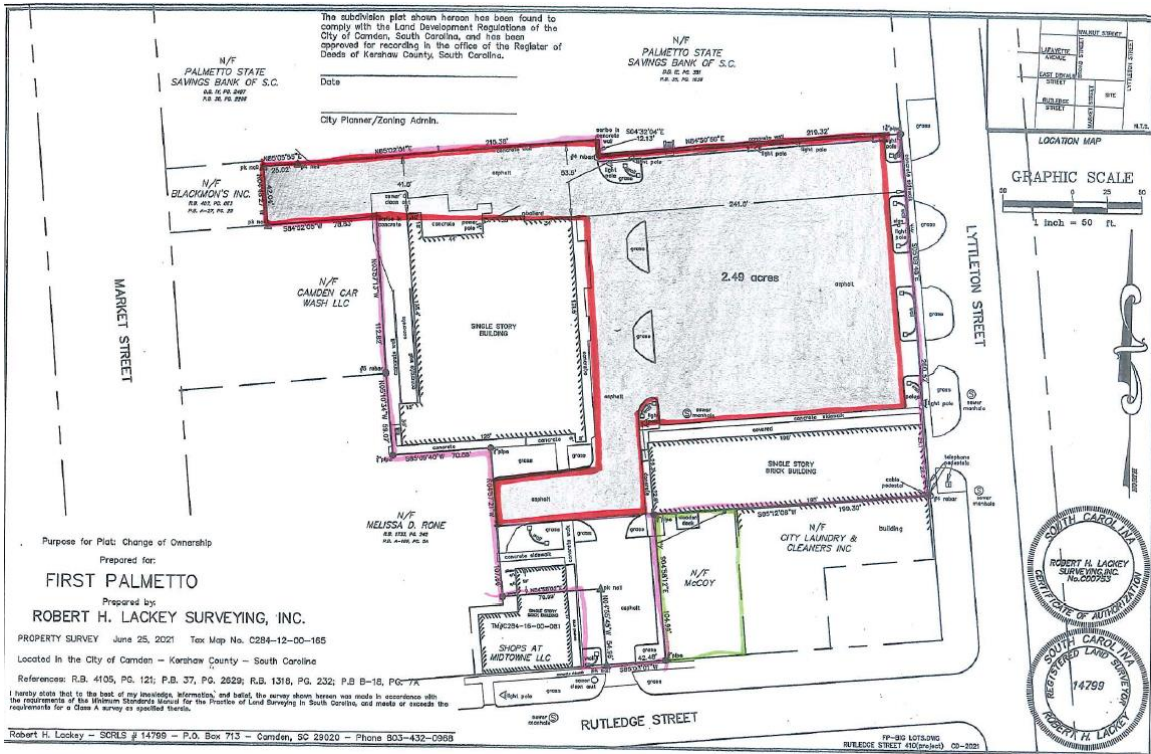
Telephone number of person submitting this Quotation: () _____

Email address of person submitting this Quotation: _____

**BID PACKETS NOT INCLUDING ALL LISTED DOCUMENTS
(COMPLETED) WILL BE CONSIDERED NON-RESPONSIVE TO BID:**

1. Completed Bid Form
2. Copy of Active South Carolina Asphalt Paving Contractor licensed through the South Carolina Contractor's Licensing Board.
3. Copy of Liability/Property Insurance (active through completion of project)
4. Copy of Workers' Compensation Insurance (active through completion of project)
5. South Carolina Illegal Immigration Reform Act Contractor Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
7. Acknowledgement of any Addenda
8. Original and one copy of all documents

Attachment B



GENERAL PROVISIONS

1. Santee-Lynches Regional Council of Governments reserves the right to reject any and all bids and to cancel the solicitation.
2. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of SLRCOG furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. SLRCOG reserves the right to make the final determination as to bidder's ability to provide services requested herein.
3. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing. Santee-Lynches RCOG shall not be legally bound by any amendment or interpretation that is not in writing.
4. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
5. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery, or compliance with specifications may be rejected or otherwise disregarded.
6. **REJECTION:** SLRCOG reserves the right to reject any bid that contains prices for services that are unreasonable when compared to the same or other bids if such action is in the best interest of SLRCOG.
7. **COMPETITION:** This solicitation is intended to promote competition. If the 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 Santee-Lynches RCOG in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
8. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or typed. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Santee-Lynches reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted SLRCOG reserves the right to terminate any RFB; any contract awarded hereunder or modify any contract or this RFB accordingly. SLRCOG makes no representations that any contract will be awarded to any Bidder responding to this RFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Dennis Cyphers, Executive Director, Santee-Lynches Regional COG, 3219 Broad Street, Sumter, SC 29150.
4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of 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 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 contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any 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.
5. **SAVE HARMLESS:** The successful bidder shall indemnify and save harmless Santee-Lynches Regional COG officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to Santee-Lynches RCOG.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the User.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the

performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

8. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Santee-Lynches RCOG providing a 30 day advance notice in writing is given to the contractor.

a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of SLRCOG without the required thirty (30) days advance written notice, then SLRCOG may negotiate reasonable termination costs, if applicable.

b. **Termination for Cause:** Termination by SLRCOG for cause, default or negligence on the part of the contractor 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 bid shall apply. (See General Conditions No. 1).

9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination of protected classes.

10. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

11. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Santee-Lynches Regional Council of Governments (SLRCOG), it's Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against SLRCOG, it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless SLRGOG or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

12. **OTHER INFORMATION:** State and Federal funds received by SLRCOG will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.

13. **INSURANCE REQUIREMENTS** Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming SLRCOG as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to SLRCOG a certificate of insurance naming SLRCOG as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to SLRCOG in event of material change or cancellation.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "VENDOR" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED VENDOR MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFB (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE VENDOR WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 3219 BROAD STREET, SUMTER, SC 29150 PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM WHICH WILL BE PUBLISHED ON THE SANTEE-LYNCHES WEBSITE AT WWW.SANTEELYNCHESCOG.ORG. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL. A PROPOSAL RECEIVED WITHOUT ACKNOWLEDGEMENT OF ADDENDUM WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFB WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSALS CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 90 DAYS, OR UNTIL CONTRACT HAS BEEN AWARDED. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR 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 SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULLY SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: THOSE PROVIDING ALL REQUIREMENTS WILL BE CONSIDERED RESPONSIVE PROPOSALDERS. THE LOWEST RESPONSIBLE/RESPONSIVE PROPOSALDER WILL ENTER INTO A CONTRACT WITH THE LEAD ENTITY OF SUMTER COUNTY(SANTEE-LYNCHES) FOR THE DESCRIBED WORK.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION, PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY VENDOR FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA AND THE SOUTH CAROLINA DEPARTMENT OF COMMERCE.

ANTI-DISCRIMINATION CLAUSE: NO VENDOR TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.