

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Administration Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2019-02 Tennis Court Repair

Receiving Period: February 15, 2019, Prior to 2:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: February 15, 2019, at 2:30 p.m.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY**

FAX: (843) 869-3855

Carefully complete this form and fax it to the Administration Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Phone: Fax: E-mail: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

BID TITLE: Tennis Court Repair

DUE DATE/TIME: February 15, 2019, prior to 2:00 PM

SUBMITTED BY: _____

(Name of Company)

DELIVER TO: Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Administration Department
Iris Hill
Bid #2019-02**

Tennis Court Repair

The Town of Edisto Beach is accepting bids to repair damages incurred to a city-owned Tennis Court from Hurricane Irma on September 11, 2017 due to flooding. Sealed bids will be received in the Administration Department, **prior to 2:00 p.m., February 15, 2019**. Bids will be opened at 2:30 p.m., February 15, 2019. Please contact Mark Aakhus at 843-696-4215 to schedule to view site.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438**

(843) 869-2505

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE ADMINISTRATION DEPARTMENT PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:30 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
NOTE: Bidders may call the Administration Department for bid results. The telephone number is (843) 869-2505 extension 212. Bid files may be examined during normal working hours by appointment. The bid tabulation form will be posted on the Town's website www.townofedistobeach.com.
3. Bidder, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Bidder assumes responsibility for any patent ambiguity in the solicitation that Bidder does not bring to the Town's attention.
4. This project is being funded with public assistance federal funds and bidders must comply with all federal requirements per 2 CFR 200. This procurement is being conducted providing full and open competition. All solicitations will be advertised through the South Carolina Business Opportunity platform. All assurances will be made to ensure minority businesses, women's business enterprises, and labor surplus firms will be solicited.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
7. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
8. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders

must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.

9. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid. Regardless, all projects are warrantied for one year from date of completion.
10. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855 or included in the sealed bid.
11. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
12. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
13. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** The **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources (§200.318(h)) meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. The Town will not award the bid to any contractor who has been suspended or debarred as listed in the System for Award Management. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Town Administrator within the time provided.
4. **PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
 - a. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Mayor, Town Council, or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Town Administrator. All communications must be solely with the Town Administrator or Administrative Manager.
 - b. You are advised to familiarize yourself with State Code of Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the User Department during the period beginning eighteen months prior to the Opening Date.
5. **QUESTIONS FROM BIDDERS:**
 - a. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Town no later than five (5) days prior to opening unless an earlier date is stated. Label any communication regarding your questions with the name of the person communicating with, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective bidders. We will not identify you in our answer to your question.
 - b. The Town seeks to permit maximum practicable competition. Information or changes resulting from questions will be shown in a question and answer format. The questions are included solely to provide cross reference to the potential bidder that submitted the question. Questions do form a part of the contract. The Town's response does. Underlined text is added, stricken text is deleted. Bidders are urged to advise the Town Administrator -- as soon as

possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

6. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder.
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
7. **SUBMITTING CONFIDENTIAL INFORMATION** For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in SC Code Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by SC Code Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by SC Code Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade

Secret” or “PROTECTED”. By submitting a response, Bidder agrees to defend, indemnify and hold harmless the Town of Edisto Beach, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the Town of Edisto Beach or any of its agencies, that Bidder marked as “confidential” or “trade secret” or “PROTECTED”.

8. **WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and State code of Regulation 19-445.2085.
9. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
10. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
11. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
12. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
13. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
14. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
15. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
16. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
17. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
 - a. Immediately suspend the work; and

- b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
18. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
19. **PERFORMANCE AND PAYMENT BOND:** A bid bond of 5% of the bid total is required on all federally funded projects. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A Performance Bond and a payment bond are required for all projects over \$150,000. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
20. **UNAUTHORIZED ALIEN(S):** The bidder agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

21. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any

agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.

22. The Town does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
2. **Federal Water Pollution Control Act** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
3. **Clean Air Act** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **SITE:** The Contractor is responsible for providing a waste dumpster and temporary restroom facilities.
5. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements

6. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
7. **WORK AREA CLEAN-UP REQUIREMENTS**
 - a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
 - b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the Work.
8. **INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.
9. **FINAL INVOICE:** Payment of final invoice will be issued only upon final completion of the work as signed off by the User Department and upon submission of any applicable releases of liens, material documentation, warranties, etc.
10. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the Town. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty.

SCOPE OF WORK

A Town-owned tennis court was damaged September 11, 2017 by storm surge, flood water and high winds. The facility is located at 32.482026, -80.333685, at the end of Laroche Street in the Town of Edisto Beach, Colleton County, South Carolina bearing TMS number 354-12-00-366.000.

Base bid work includes:

- Clean, scrape and power wash entire court area
- Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required (approximately 380 linear feet)
- Apply specific color coats to court surfaces including two (2) coats of acrylic resurfacer and two (2) finish coats as specified
- Apply court lines to meet United States Tennis Association requirements including one (1) primer/sealer coat and two (2) white textured coats

Add alternate items:

- A. Stripe two pickleball courts overlaid on each side of the tennis court
- B. Replace tennis court net and hardware

Submittals:

- Provide manufacturer's literature and application instructions for all products intended for use, including the structural crack repair methods.
- Samples. Submit manufacturer's color samples of color coating.
- Manufacturer's Certification. Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- Warranty: Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun, from weather moisture, or from weather temperatures.

Materials:

- Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
- Fill – 100% acrylic resurfacer mixed with silica sand per manufacturer's requirements.
- Surface Color – 100% acrylic emulsion concentrate color coating mixed with silica sand per manufacturer's requirements. Color to match existing court colors.
- Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

Preparation:

- Clean, scrape, and power wash (min. 2,500 psi) entire court surface as needed to produce a clean surface suitable for the application of new materials.
- Remove areas of surface delamination from underlying substrate.
- Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer's recommendations.
- Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.

Work must be completed by April 1, 2019.

Additional Information:

- ***ALL PROPOSALS SHALL BE VALID FOR 30 DAYS***

By signing this proposal, contractor certifies site visit, verifies site conditions and dimensions, and is responsible for the complete work pertaining to site conditions. It is the responsibility of the contractor to verify any quantities provided by the Town.

Site Cleanup

1. Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the work.

BID SHEET
BID NO. 2019-02
BID TITLE: Tennis Court Repair

Base Bid Total Cost: _____

Add Alternate Item A: _____

Add Alternate Item B: _____

CONTRACTOR: _____

Authorized Representative

ADDRESS _____

TELEPHONE

CELL PHONE

FAX

EMAIL

By signing this I, _____ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.

Signed

Date

Print

Draft Contract

**TOWN OF EDISTO BEACH
EDISTO BEACH, SOUTH CAROLINA**

This agreement made this ____ day of _____, 2019, by and between the Town of Edisto Beach, South Carolina, herein known as the Owner, and _____, hereinafter known as the Contractor.

WITNESS: That the Contractor and the Owner agree as follows:

1. That the Contractor will furnish all labor and materials needed to perform the tennis court repair (RFP No. 2019-02) according to the specifications in the bid package for said project, a copy of which is attached to this agreement as Exhibit A and incorporated fully by reference, and as amended and agreed to by Owner and Contractor. Labor shall be performed in a workmanlike manner in accord with industry standards and customary practices. Upon completion of the work, Contractor shall return the site to clean useable condition to the satisfaction of Owner.
2. The Contractor will allow Owner or other interested parties to inspect all work and materials at all times providing contract oversight to ensure the contractor performs in accordance with the terms, conditions and specification and will, at the Owner's direction, remove all defective materials, whether completed or not. Materials rendered unfit for reworking are to be replaced at Contractor's own expense. All materials and labor, including subcontract work of the contractor must at all times be of quality and standard acceptable to Owner.
3. Indemnity Provision: Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town of Edisto Beach, any person(s), or third parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses or damages sustained by the Town of Edisto Beach, and agrees to indemnify and hold harmless the Town of Edisto Beach, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against the Town of Edisto Beach, its officials, employees or volunteers based on any such alleged injury or damage, and to pay all damages, costs and expenses in connection therewith or resulting therefrom, including, but not limited to, reasonable attorney's fees incurred in defense of said suits, actions, or claims. As an integral part of this agreement contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements naming the Town of Edisto Beach as an additional insured and to furnish proper evidence thereof.

4. Insurance Requirements for Contractors: In accordance with this agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed. The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the **Town of Edisto Beach** as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- **General Liability** – Commercial General Liability Limit for bodily injury, personal injury and property damage \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations. \$2,000,000 aggregate for products/completed operations.
- **Workers' Compensation and Employers' Liability** – Workers' Compensation limits as required by the laws of the State of South Carolina and Employer's Liability limits of \$100,000 per accident.
- **Automobile Liability** - \$1,000,000 combined single limit per accident for bodily injury and property damage.
- **Umbrella Liability-Combined Single Limit for bodily injury, Property Damage, Personal & Advertising Injury** of \$1,000,000 including Products/Completed Operations and Contractual.
- **PERFORMANCE AND PAYMENT BOND:** A Performance and a Payment Bond are required for all projects over \$150,000 for 100% of the contract price. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Iris Hill, Town Administrator
ihill@townbofedistobeach.com

or fax to
843-869-3855

And follow with original via mail to same at:
Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

5. Contractor shall obtain all required permits and licenses.
6. The contract price is _____ to repair the tennis court. Changes in contract price require Town Council approval. If a change is requested, it must be submitted in writing as a change order. Change Orders and subsequent contract prices can only be authorized by Town Council. Any work performed without Town Council approval does not obligate Owner.
7. The Contractor will complete all work included in this agreement by April 1, 2019, unless delayed by conditions beyond his control, in which case time will be extended the actual number of days so delayed, but only if approved in writing.
8. Any work performed without Town Council approval and written notice to proceed does not obligate Owner.
9. Final payment will not be due until Contractor has delivered to Owner complete releases for all claims arising from this contract, or receipts in full covering all labor and materials for which liens could be filed, or bond be furnished Owner against any such lien.
10. The Contractor hereby warrants and guarantees to the satisfaction of the Owner all materials and workmanship constructed for a period of one (1) year from the date of final completion or commercial warranty (whichever is greater) of this contract.
11. The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this agreement.
12. This Agreement will be binding on the parties hereto, their assigns, successors, representatives or administrators.
13. Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Owner. The Contractor, its employees, agents, and subcontractors are independent contractors.
14. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this agreement and which representations are not contained in the

provisions hereof shall not be binding upon either of the parties hereto. This agreement constitutes the full and complete agreement of the parties and shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

15. Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
16. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court regardless of the amount in controversy.

Contractor certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Contractor has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Contractor has not solicited or induced any individual or entity to refrain from bidding; and
- D. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Contractor has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for this agreement.
- F. Contractor has not been debarred
- ~~G. Contractor is in compliance with the Copeland "Anti-Kickback" Act. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors~~

~~to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.~~ (Not required for Public Assistance grants)

- H. Contractor is in compliance with the Contract Work Hours and Safety Standards Act. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- I. Contractor certifies it is in compliance with the IRAN DIVESTMENT ACT - CERTIFICATION (a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. Section 11-57-310 requires the government to provide a person ninety day's written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Town to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current

version of the Iran Divestment Act List. (c) You must notify the Town immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

- J. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (1) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal Current as of 1-9-17 8 government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (2) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
- K. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (1) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (2) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- L. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor Current as of 1-9-17 14 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- M. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- N. The Contractor agrees to access of records to this contract: (1) The contractor agrees to provide the SC Emergency Management Department, the Town of Edisto Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work.
- O. The Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- P. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- Q. The Contractor acknowledges that by submitting an Offer, Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
- R. This contract incorporates more clauses by reference as listed below, with the same force and effect as if they were given in full text. Upon request, the Issuing Office will make their full text available.
- 52.203-6 Restrictions on Subcontractor Sales to The Government SEP 2006
 - 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity JAN 1997
 - 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity JAN 1997
 - 52.219-9 Small Business Subcontracting Plan JAN 2011
 - 52.222-27 Affirmative Action Compliance Requirements for Construction FEB 1999
 - 52.222-35 Equal Opportunity for Veterans SEP 2010
 - 52.222-36 Affirmative Action for Workers with Disabilities OCT 2010
 - 52.222-37 Employment Reports on Veterans SEP 2010
 - 52.222-50 Combating Trafficking in Persons FEB 2009
 - 52.225-9 Buy American Act--Construction Materials SEP 2010
 - 52.225-13 Restrictions on Certain Foreign Purchases JUN 2008
 - 252-203-7002 Requirement to Inform Employees of Whistleblower Rights JAN 2009
 - 252-203-7003 Control of Government Personnel Work Product APR 1992
 - 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by The Government of a Terrorist County DEC 2006
 - 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns SEP 2004

17. Neither party to this agreement may assign its rights or obligations herein without the prior written consent of the other party.

18. Termination Clauses:

Termination for Convenience

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

Termination for Cause by Either Party

If one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within thirty (30) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to the breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination shall not relieve the breaching party of its obligation to pay all amounts due to the non-breaching party as of the effective date of termination and shall not impair any accrued rights, including the right to pursue all available legal remedies for damages, of the non-breaching party.

Owner- Town of Edisto Beach

Contractor-

Date: _____

Date: _____

Witness

Witness

APPENDIX B. Forms of Affirmation

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized

Official Date

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

County of: _____

State of: _____

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, a bidder will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

Authorized Signature of Bidder

Please print Bidders Name and Address:

DRUG-FREE WORKPLACE AFFIDAVIT

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

Date: _____

Vendor: _____

Address: _____

Telephone: _____

By: _____

(Signature)

ETHICS COMPLIANCE

By submitting an offer, the bidder certifies that the bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended. The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The town may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02- 2A075-2]

Authorized Signature of Bidder

Please print Bidders Name and Address:

Phone Number: _____

COMPLIANCE WITH ILLEGAL IMMIGRATION ACT

By signing a bid/proposal, the Bidder/Offeror certifies that it 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 the Bidder/Offeror and its subcontractors; or (b) that the Bidder/Offeror and its 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."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractor's language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Project Name: _____

Contractor: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print and Sign) _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(For Contractors/Vendors other than individuals)

According to SC Code of Regulations at 41 C.F.R. Part 60-1.4(b):

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Edisto Beach 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, contractor 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 its 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 programs or activity administered by the sub-recipient and/or its contractors.

Project Name: _____

Contractor: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print and Sign) _____

PROJECT SPONSOR'S DAVIS-BACON CERTIFICATION

(Not applicable for Public Assistance Grants)

I certify, to the best of my knowledge and belief, that the above referenced project complies with Davis-Bacon and Related Acts, and that all laborers and mechanics employed by contractors and subcontractors during the above referenced period were paid wages at rates not less than those listed on the prevailing wage rate and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

DOL offers the WH-347 on-line in a fillable format. Contractor's can find this form at: <http://www.dol.gov/whd/forms/wh347.pdf> or through the HUD Labor Standards and Enforcement web site at: [/program offices/davis bacon and labor standards](#)

I understand that a false statement on this certification may be grounds for termination of the contract.

Signature of the Firm's Representative

Name and Title of Firm's Representative

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Bidder must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- (a). FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- (b). The bidder, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - (1). No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2). If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (c). This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS**

(FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Bidder must complete and sign the following:

The Bidder certifies, to the best of its knowledge and belief, that--
The Bidder and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Bidder shall provide immediate written notice to the Town if, at any time prior to subcontract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Town may render the Bidder non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Town, the Town may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____