



COLLETON COUNTY
SOUTH CAROLINA
Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504

BID: LRA-05.2
LOWCOUNTRY REGIONAL AIRPORT
FUEL FARM REPAIRS

Due: Thursday, September 14, 2023, at 11:00 am

EMAIL RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

Non-mandatory Pre-bid Meeting. Contractors are encouraged to inspect the site on **Wednesday, September 6, 2023, at 10:00 am. This will be the only available time for entry to the fuel farm.**

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A. OVERVIEW

The Walterboro-Colleton County Airport Commission (the "**Commission**") requests bids from qualified, licensed contractors for repairs to the Lowcountry Regional Airport fuel farm located at 537 Aviation Way in Walterboro, South Carolina. Because safety is a high priority in operating an aviation fuel farm, and significant specialized regulatory requirements govern aviation fuel farms, the Commission requires that only contractors who can demonstrate previous work on aviation fuel farms may submit a bid on this project. Bids that do not demonstrate that the contractor has previous experience with aviation fuel farms will be deemed non-responsive and not considered.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Bids must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org. Responses received after the scheduled due date and time will be rejected.

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

All inquiries regarding this solicitation shall be submitted via email to **Bert Duffie, Airport Manager, at bertduffie@lowcountry.com**, no later than **11:00 am on Thursday, September 7, 2023**. A response to all questions will be posted on the County website as an addendum to this bid.

B. SCOPE OF WORK

The repairs consist of a turn-key job, including, but not limited to, all labor, materials, and equipment, electrical work, removal of existing equipment, and performing all work required to complete the fuel farm repairs satisfactorily. It will be the responsibility of the qualified, licensed contractor to obtain all required permits. The job shall be performed and work completed in accordance with all applicable fire and electrical codes. In addition to the technical specifications herein, the work shall meet all requirements listed in the Installation Requirements section of the permit application and installation requirements of the manufacturers, as well as all requirements under IFC, NFPA 407, and NEC regulations and guidelines.

The qualified, licensed contractor shall quote Option Item 1 and Option Item 2 on the Bid form. If the contractor fails to bid on all Option items, then the Bid may be considered irregular, non-responsive, and may be disqualified.

The scope of work shall include:

- A. Two (2) AVGAS (100LL) Self-Service Fueling Cabinets. Each cabinet shall contain the following:
 - Stainless steel or rust-resistant steel
 - Over wing nozzle. The nozzle must be color-coded to the correct fuel grade as per API-IP 1542. No hold-open latches are permitted. Single-point nozzles require the screws to have safety wire wraps to prevent the collar or coupling from accidentally opening. Nozzles require a 100-mesh strainer.
 - Motorized retractable 1529 hose (minimum 75')
 - Static bonding reel (minimum 100')
 - Filter - either an EI 1588 water barrier style or EI 1581 2-stage coalesce style. An EI 1583 will NOT be accepted. The filter must include a water defense probe. The filtration must be aviation compliant.
 - Gammon Direct Reading Piston Type Differential Pressure Gauge with Test Valve and DP Switch connected to an Aljac Deadman and Differential Pressure Protection System.

- Gorman Positive Displacement Pump
 - Instruction signs and fuel safety markings/decals
 - Positive displacement meter
 - Compatible with QTPod 4000
 - Includes skid base
 - Acceptable manufacturers: Westmor, Mascot, Fuel Tech, ABA-Con, or similar make and manufacture
 - Turn-key installation and connection to fuel farm components and removal of existing fuel pump systems must be included in the price
 - The existing self-service pump shall not be disengaged until the first new fueling cabinet is installed and functional.
 - Cabinets shall be fully integrated with the existing E-Stop emergency shut-off system.
 - All pipe and fittings shall be stainless steel. Brass and yellow metal materials are NOT acceptable.
- B. Two (2) fuel recovery units (recirculation/reclaimers)
- One (1) AVGAS tank – twenty (20) gallon capacity
 - One (1) for JET A tank – twenty (20) gallon capacity
 - Installation and connection to tanks included in the price
 - All pipe and fittings shall be stainless steel. Brass and yellow metal fittings are NOT acceptable.
- C. Clean out the inside of the JET A tank and install the fuel level dial and replace the water discharge valves.
- D. Install two (2) (One set for each tank) overfill-probes, double switch, three (3) ft. length for and replace the electrical conduit. All fittings shall be stainless steel. Brass and yellow metal fittings are NOT acceptable.
- E. Remove the old fuel filter located between the AVGAS pump and block wall and re-attach all lines.
- F. Install ten (10) 6” diameter, yellow safety bollards with rounded caps, filled with 4,000 psi concrete, 48” tall above existing grade and 36” below existing grade, center set in 18” diameter, 4,000 psi concrete and equally-spaced at 6’ maximum on center in front of the fuel farm.
- G. Furnish and install two (2) 80 BC fire extinguishers, which shall be securely fastened to the end bollard posts at the fueling area.
- H. **OPTION ITEM #1** - Aluminum Canopy over the QTPod unit
- Anodized aluminum
 - LED light fixture attached to the underside, which is night and motion activated
 - Size, material, and design of like kind to the current canopy
 - Removal of existing canopy and installation of new canopy included in the price
- I. **OPTION ITEM #2** - Install two (2) OSHA-compliant tank side-mount ladders with platforms - one for each fuel tank

It will be the contractor’s responsibility to secure the site against theft and weather elements to the satisfaction of the Lowcountry Regional Airport and at the expense of the contractor. The Contractor shall conduct an inspection at the end of each day and take steps to ensure that the entire work area is clean.

A site plan will be coordinated with the Airport Manager upon bid award.

This contract is a lump sum contract.

C. INSTRUCTIONS TO THE CONTRACTOR

1. The submittal must include one (1) BID response along with a completed W-9 form and a written statement demonstrating previous work on aviation fuel farms. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, responders must use the Bid Form included in the specifications.
2. All bids are due by **11:00 am on Thursday, September 14, 2023. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org.**
3. It is the Contractor's sole responsibility to ensure that solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.
4. The Contractor must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. The Commission reserves the right to determine whether this information should be exempt from disclosure, and legal action may not be brought against the Commission or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected.
7. This solicitation does not commit the Commission to award a contract, to pay any costs incurred in the preparation of the BID submitted, or to procure or contract for the services. The Commission reserves the right to accept or reject or cancel, in part, or its entirety, offers received as a result of this request is deemed to be in the best interest of the Commission to do so.

A written "No Response" qualifies as a response; however, it is the responsibility of the Contractor to notify the Procurement Manager if you receive solicitations that do not apply.

D. SELECTION CRITERIA

It is the intent of the Commission to award one contract to the lowest responsive, responsible bidder based on the total bid submitted on the Bid Form with final approval by the Commission. Because safety is a high priority in operating an aviation fuel farm, and significant specialized regulatory requirements govern aviation fuel farms, the Commission requires that only contractors who can demonstrate previous work on aviation fuel farms may submit a bid on this project. Bids that do not demonstrate that the contractor has previous experience with aviation fuel farms will be deemed non-responsive and not considered. The Commission reserves the right to reject any or all bids and to award a most advantageous contract in the best interest of the Commission and its partners.

E. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation is intended to promote full and open competition. If any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in

this solicitation to a single source, it shall be the responsibility of the interested Contractor to notify the Procurement Manager in writing no later than seven (7) business days prior to the scheduled due date and time.

2. **RESPONDENT QUALIFICATION:** The Commission reserves the right to request satisfactory evidence of its ability to furnish services in accordance with the terms and conditions listed herein. The Commission further reserves the right to make the final determination as to the Contractor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** The Commission reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the Commission.
5. **WAIVER:** The Commission reserves the right to waive any Instruction to Contractors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the Commission.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 45 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful Contractor will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a qualification package, the Contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the Contractor, the Commission reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such a charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future bids until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this bid shall indemnify and hold harmless the Walterboro-Colleton County Airport Commission, the County of Colleton, the City of Walterboro, and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request for bids constitutes only an invitation to present a bid. The Commission reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. The Commission also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

12. CANCELLATION: In the event that this request for bid is withdrawn or the project canceled for any reason, the Commission shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.
13. PURCHASING ORDINANCE: The Request of Bid is subject to the provisions of the Colleton County Purchasing Ordinance, as adopted by the Commission, and any revisions thereto, which are hereby incorporated into this request for bid in their entirety except as amended or superseded within This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bid shall be cause for the rejection of the qualification package. However, the Commission reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD AND RETAINAGE:
 - a. This solicitation and submitted documents, when properly accepted by the Commission, shall constitute an agreement equally binding between the successful Contractor and the Commission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting agreement. The Commission shall not be legally bound by any amendment or interpretation not fully executed by both parties in writing.
 - b. Retainage from progress payments to the Contractor shall be ten percent (10%) of each payment for work completed and stored materials on site. Upon substantial completion, the contractor may request in a payment application, five percent 5% of the held retainage.
 - c. The successful Contractor shall be required to execute a formal agreement with the Commission within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.
17. BONDS: A Bid must be accompanied by Bid security made payable to Colleton County in an amount of five percent (5%) of the Bidder's maximum Bid price in the form of a Bid Bond (on the form attached) issued by a surety meeting the requirements of Section E. SPECIFIC TERMS AND CONDITIONS

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the Commission shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the Commission may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. CONTRACTOR'S COOPERATION: The Contractor shall maintain regular communications with the Airport Manager and shall actively cooperate in all matters pertaining to this contract.

3. **RESPONSIBILITY:** The Contractor shall always observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. **WARRANTY:** Warranty of workmanship and products shall be covered for 730 days from the date of the issuance of the Certificate of Substantial Completion. During the 730-day warranty period, all product warranties or workmanship repairs are the sole responsibility of the Contractor and shall include all parts and labor associated with the repair. All items repaired or replaced during the initial Warranty period due to workmanship or product failure shall be warranted for 365 days from the date of the repair and or replacement. All Surety Bonds shall cover the warranty period. The surety shall be updated to reconcile the date of the warranty period as needed. Should a product installed during the construction process not have a manufacturer's warranty period that extends out to one year, it is the responsibility of the Contractor to cover the product and any resulting expenses related to that product for one year.
5. **ROYALTIES, PATENTS, NOTICES, AND FEES:** The contractor shall give all notices and pay all royalties and fees. The contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Commission, the County of Colleton, and the City of Walterboro harmless from loss on account thereof.
6. **NON-APPROPRIATION/SUBSTITUTION PERMITTED:** If the Commission fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to Commission. Following any such non-appropriation, the master lease agreement shall contain no limitation on the Commission's ability to replace the equipment financed with any other equipment.
7. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the Commission, the Contractor hereby expressly agrees to indemnify and hold the Commission harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

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

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the Commission will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for the bid being non-responsive.

8. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
9. **ARBITRATION:** Under no circumstances and with no exception will the Commission act as arbitrator between the Contractor and any sub-contractor.
10. **PUBLICITY RELEASES:** The Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Commission. The Contractor shall not have the right to include the Commission's name in its published list of customers without prior approval of the Commission. With regards to news releases, only the name of the Commission, type, and duration of any resulting agreement may be used and then only with prior approval of the Commission. The Contractor also agrees not to publish or cite, in any form, any comments or quotes from the Commission's staff unless it is a direct quote from the Airport Manager.
11. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina, and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
12. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the Commission. The Contractor shall not assign any money due or to become due to him under the said agreement without the prior written consent of the Commission.
13. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
14. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH THE TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, the Commission, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies that the Commission may have.
15. **TERMINATION OF CONTRACT:**
 1. Subject to the Provisions below, the contract may be terminated by the Commission, providing a thirty (30) days advance notice in writing is given to the Contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the Commission without the required thirty (30) days advance written notice, then the Commission shall negotiate reasonable termination costs, if applicable.

- b. Termination for Cause: Termination by the Commission 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 request for bids shall apply.
 - c. The Commission shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the Commission to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the Commission shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the Commission and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
16. TOTAL CONTRACT TIME: The total contract time for this project is 90 calendar days. Work on this project may commence with the Notice to Proceed.
17. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the Commission pursuant to this contract shall belong exclusively to the Commission.
18. LIQUIDATED DAMAGES: The Successful Bidder shall agree that if the work, or any part thereof, is not completed within the time agreed and indicated in the Contract Document that it shall be liable to the Commission in the amount of Two Hundred and 00/100, (\$200.00) Dollars per day for each and every calendar day the completion of the Work is delayed beyond the time provided in the Contract.
19. AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion contained herein, shall be signed, notarized and attached to and become a part of the Bid. **BIDS SUBMITTED WITHOUT THIS AFFIDAVIT MAY BE REJECTED AS UNRESPONSIVE.**
20. REFERENCES: All Bidders shall submit and include with their Bid Documents, references for selected projects of similar nature which they have been awarded and are in progress or have been completed for airports, municipalities, local governments, counties, state government, or the federal government, which will exemplify expertise in this project by the Contractor. A minimum of three (3) references shall be submitted. **Bids submitted without at least three (3) references as described herein may be rejected as unresponsive.**
21. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the

sub- subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (NOV. 2008) (An overview is available at www.procurement.sc.gov)

22. AUDIT: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the Commission upon request for a period of five years after each contract year. For audit purposes, the Commission must verify that the material cost billed as a result of the contract are correct. Contractor must provide the Commission, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

23. INSURANCE: The Commission will require the following to remain in force at all times through the life of the contract:

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

Other insurances:

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

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

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$2,000,000 – bodily injury each occurrence

\$2,000,000 – bodily injury aggregate

\$2,000,000 – property damage each occurrence

\$2,000,000 – property damage aggregate

Products-Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$2,000,000

The Walterboro-Colleton County Airport Commission will be named an "additional insured."

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G. BID FORMS



BID: LRA-05.2

ADDENDA ACKNOWLEDGMENT

The Contractor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The Contractor must acknowledge any issued addenda. Bids that fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements or pricing.

INDEMNIFICATION

The Contractor will indemnify and hold harmless the Walterboro-Colleton County Airport Commission, Colleton County, the City of Walterboro, and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work provided that any such claims, damages, loss, or expense are attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Walterboro-Colleton County Airport Commission, Colleton County, the City of Walterboro,, or any of their agents and/or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of Walterboro-Colleton County Airport Commission, Colleton County, the City of Walterboro, or its agents and/or employees arising out of the reports, surveys, change orders, designs, or technical specifications.

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: LRA-05.2

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, contractor, or person submitting a response for the same materials, supplies, or equipment and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

► **Yes** ____ (____ *Women-owner*/ ____ *Disadvantaged*). *If yes, please submit a copy of your certificate with your response.*

► **No** ____

DEBARMENT

The Contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

A Registered Contractor with SAM's Yes No

Cage Code. _____

DUN's No. _____

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



COLLETON COUNTY
SOUTH CAROLINA

BID: LRA-05.2

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: LRA-05.2
BID FORM

The Contractor will complete the work in accordance with the Contract Documents as outlined below for the cost listed in the following bid schedule. The pricing is to be a lump sum. ***The bid shall include all associated labor, materials, and equipment.*** The Contractor must provide the following make/model information.

- Make/Model Fueling Cabinet: _____
- Make/Model Nozzles: _____
- Make/Model Hoses: _____
- Make/Model Bonding Reel: _____
- Make/Model Filters: _____
- Make/Model Pressure Gauge: _____
- Make/Model Pump: _____
- Make/Model Displacement Meter: _____
- Make/Model Fuel Re-circulators: _____

TOTAL BID:

_____ (\$ _____)
 (Use words) (Figures)

Additional Price Amount for Option #1 only \$ _____

Additional Price Amount for Option #2 only \$ _____

=====

Contractor: _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: () _____

Signature: _____

Print name: _____

Title: _____

Email: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID