INVITATION FOR BIDS 20261118

FAIRFIELD COUNTY
Procurement Department
250 N Walnut Street, Winnsboro, SC 29180
Phone 803-815-4042 Fax 803-635-5969
Timika Beaver, Procurement Official

INVITATION FOR BID

SOLICITATION NUMBER:	**IFB 20261118**
SOLICITATION TITLE:	**Parking Lot Pavement Installation and Repair- Transit Authority Administration Building**
POSTING DATE:	December 15, 2025
BID OPENING DATE AND TIME:	**January 23, 2026 at 10:00AM EST**
MANDATORY SITE VISIT:	**January 07, 2025 at 10:00 AM EST at 1794 US HWY 321 BY-PASS SOUTH WINNSBORO, SC 29180**
OPENING LOCATION:	Fairfield County Administration Building, Conference Room, 2nd Floor 250 N Walnut Street, Winnsboro, SC 29180
MAILING ADDRESS:	Fairfield County Procurement Office P.O. Drawer 60 Winnsboro, SC 29180

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.
The solicitation number MUST be shown on the outside of envelope.

DIRECT ALL INQUIRES TO:	Timika Beaver, Procurement Official Phone: (803) 815-4042 Fax: (803) 635-5969
COPIES:	One (1) Original Signed and One (1) USB Electronic

NOTICE TO BIDDERS: The solicitation has been publicly posted and may be obtained on the South Carolina Business Opportunity (SCBO) https://scbo.sc.gov/search and Fairfield County Purchasing website www.fairfieldsc.com **.**

All prospective bidders should review the bid document and all Attachments and submit all questions and/or requests for additional information.

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Questions may be submitted using the enclosed form or e-mailed to Timika Beaver at timika.beaver@fairfield.sc.gov. Deadline for questions is January 10, 2026 at 10:00 am EST.

CONFERENCE TYPE: **Mandatory Site Visit/ PRE-BID** DATE & TIME: **January 7, 2025 @ 10:00 a.m. EST**	LOCATION: **1794 US Hwy 321 By-Pass South** **Winnsboro, South Carolina, 29180**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship □ Partnership □ Corporate entity (not tax exempt) □ Tax exempt corporate entity □ Government entity(federal, state, or local) □ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME / DATE SIGNED	

Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.		STATE VENDOR NO.	
HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)		
	Area Code / Number / Extension / Facsimile		
	E-mail Address		

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue. See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

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SECTION I BID CONDITIONS- A GENERAL

INSTRUCTIONS TO BIDDERS:

a. Proposals shall be publicly opened at **10:00 A.M**. **(SHARP)** on **January 23, 2026** as indicated in the request to Bid and shall be conducted in the "FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 250 N WALNUT ST., WINNSBORO, and SC 29180, IN THE CONFERENCE ROOM.

b. Sealed bids shall be enclosed and secured in an envelope. One (1) Original Signed Version and One (1) USB Electronic Copy. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Director of Procurement, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Procurement Department, 250 N Walnut St., Winnsboro, South Carolina 29180.

c. Bids shall be submitted no later than **10:00 A.M**. In the place and manner as described in paragraph 1b above and on the date indicated by the request to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.

d. The County shall not accept responsibility for unidentified bids.

e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Director of Procurement or his assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.

f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Director of Procurement to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.

g. In the event that the Procurement Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.

g. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposes to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.

h. The Solicitation may be amended/addendum at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments/Addendum: https://www.fairfieldsc.com/departments/purchasing/rfp-bids (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged

i. Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to (b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the tenth business day after such notice is given.

j. All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

k. By submitting Your Bid or Proposal, You are offering to enter into a contract with the Fairfield County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

l. Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

m. GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

n. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
(i) Offeror and/or any of its Principals-
(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) 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, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
(2) "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).
(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
(d) 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 Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) 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 Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the County , the Procurement Officer may terminate the contract resulting from this solicitation for default.

o. 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.

p. Do not include any sales or use taxes in your price that the County may be required to pay.

q. PRICING (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the County cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The County will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices.

SECTION I GENERAL BID CONDITIONS – B. FORMS

"NO BID" RESPONSE FORM

To submit a *"No Bid"* response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Fairfield County's Vendor Registration, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your *"No Bid"* response --

- ☐ **Specifications are ambiguous (explain below).**
- ☐ **We are unable to meet specifications.**
- ☐ **Insufficient time to respond to the solicitation.**
- ☐ **Our schedule would not permit us to perform.**
- ☐ **We are unable to meet bond requirements.**
- ☐ **We are unable to meet insurance requirements.**
- ☐ **We do not offer this product or service.**
- ☐ **Remove us from your vendor list for this commodity/service.**
- ☐ **Other (specify below).**

Comments: _____

_____

_____

_____	_____
Company Name (as registered with the IRS)	**Authorized Signature**
_____	_____
Correspondence Address	**Printed Name**
_____	_____
City, State, Zip	**Title**
_____	_____/_____
Date	**Phone #** **Fax #**

BIDDER'S QUESTION SUBMITTAL FORM

FOR QUESTIONS RELATED TO IFB 20261118 Parking Lot Pavement Installation and Repair Service- Transit Authority Administration Building

Deadline for submitting a question is January 10, 2026 at 10:00am EST.

If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.

Name: **Timika Beaver**
Title: **Director of Procurement**
E-mail: **timika.washington@fairfield.sc.gov**
Phone: **803-815-4042**

If you do not have access to e-mail, you may use the form below to fax questions to (803) 635-5969.

Company Name: _____ Date: _____

Address: _____

_____ _____

Contact Person: _____

Phone #: (_____) _____ Fax #: (_____) _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER FROM THE BID, WHEREVER POSSIBLE)

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized him with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 of this proposal and certify that I am authorized to sign this proposal. I further certify that this proposal is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Phone # Fax #
E-mail Address	Mobile Phone #

LICENSE #_____

Remittance Address	
City, State, Zip	
Phone #	Toll-Free Phone #, if available
Federal Tax ID Number	SC Sales and Use Tax Number

Rev 03/19/97

SECTION II SCOPE OF WORK

Fairfield County seeks a qualified contractor to provide asphalt pavement and installation of a new parking lot. The contractor will provide repairs to including repaving and restriping of the existing parking areas at the Fairfield County Transit Authority Administrative Building.

The awarded contractor shall furnish all asphalt pavement materials, equipment, labor, and tools necessary for the installation of a new parking lot and the repaving of existing.

The contractor shall repave the existing parking areas located at the front and rear of the administrative and maintenance buildings with new asphalt pavement and restripe all parking areas in accordance with the current layout, including all entrance and exit lanes.

The minimum technical services to be provided under this contract are as follows:

New Parking Lot Installation

New Parking Lot in Front of Building (Approx. 1,166 SY): Contractor shall excavate the designated area (approximately 105' x 100') to a uniform depth of eight (8) inches and properly dispose of all excavated material off-site (approximately 258 CY of grass and soil).

- Cleaning the area of all grass, soil, and debris prior to paving.
- Grading and paving the new parking lot with asphalt pavement.
- Striping the newly paved parking lot in accordance with the design layout.

Re-Paving Services

- Contractor shall mill and repave at least four (4) feet in front of the Administrative Building.
- Contractor shall repave the backside area located in front of the Maintenance Office.
- Contractor shall repave the backside area of the Maintenance Shop.
- Contractor shall repave the entrance and exit lanes located in front of the Administrative Building.
- Contractor shall restripe the parking lot in accordance with the existing striping layout.

Contractor Requirements

The Contractor shall be responsible for the removal and proper off-site disposal of all existing asphalt, debris, and related materials generated during the project.

The Contractor shall not store equipment, materials, or debris on County property prior to installation or service without prior written approval.

Warranty-One Year

The Contractor will provided a minimum one year warranty on material and labor

Contractor Qualifications

To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability.

Offerors must provide a minimum of three (3) references from county, state, private, or local organizations for projects with similar requirements completed within the past two (2) years. References shall be listed on the reference sheet included in this solicitation. Failure to comply with this requirement will result in the bid being deemed non-responsive.

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

SECTION III AWARD CRITERIA

Award Criteria-Fixed Price Bidding

Award will be made to the lowest responsive and responsible bidder.

Award to One Offeror

Award will be made to one Offeror.

Contract Term

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

Firm Fixed-Lump-Sum Cost

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

Offeror must provide fee schedule as separate document with bid. The fee schedule shall include but not limited item description, unit of measure, and unit price for asphalt and materials to be utilized under this contract.

Purchase Order

Contractor shall not perform any work prior to the receipt of a purchase order from the County. The County shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

Information for Offerors to Submit

Offeror shall submit Cover Page and Page Two signed. Interested offeror are to submit all other information and documents requested, as described throughout the solicitation to include the Bid Response Form, Certificate of Familiarity and Non-Collision, Bid Form, Reference Sheet, Fairfield County Business Registration Application and the Vendor Application and W-9. Failure to provide information may result in offer to bid non-responsive. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

SECTION IV TERMS AND CONDITIONS- A. GENERAL

1. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

2. AUTHORITY: After reasonable notice of debarment to the person or firm involved, and a reasonable opportunity for such person or firm to be heard, the Director of Procurement shall have authority to debar a person from consideration for award of contracts, provided that debarment is in the best interest of Fairfield County and is based upon one or more of the clauses recited in paragraph C below. The period of debarment shall be as prescribed by the Director of Procurement.

   The Director of Procurement shall also have the authority to suspend a person from consideration for award of contracts pending investigation or legal proceedings, provided that doing so is in the best interest of Fairfield County and probable cause for debarment appears to exist. The suspension shall be for a period as prescribed by the Director of Procurement.

3. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. BIDDER'S QUALIFICATIONS:
   a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

4. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR BIDS:
   a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.

   b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.

5. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

6. EXPLANATION TO PROSPECTIVE BIDDERS:
   a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.

   b. Oral explanation and/or instructions given before the award of the contract shall not be binding.

   c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

7. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

   In the event that identical bids are received on like items, the Director of Procurement, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures are deemed most appropriate under the circumstances:

   a. Award to the firm whose primary business establishment is physically located:
      1. within the boundaries of Fairfield County; and
      2. within the boundaries of the State of South Carolina.

   b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.

8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.

9. INSURANCE REQUIREMENTS: "Contractor's Liability Insurance" has been significantly revised to reflect current SCDOT requirements, including the following new provisions in the 2025 Standard Specifications Section 103.8:
   - Commercial General Liability Insurance.
   - Automobile Liability Insurance o Automobile Liability Insurance
   - Requirements for claims covered by insurance

   In addition, the minimum limits of insurance in the table have been increased, and a new provision on the insurance requirements for subcontractors has been added.

WORKER'S COMPENSATION	**MINIMUM LIMITS**
COVERAGE A	Statutory
COVERAGE B - EMPLOYER'S LIABILITY	
Bodily Injury by Accident	$1,000,000.00
Bodily Injury by Disease	$1,000,000.00
Disease, Policy Limit	$1,000,000.00
COMPREHENSIVE GENERAL LIABILITY	**LIMIT**
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Completed Operations	$2,000,000
Each Occurrence	$500,000
Fire Damage (any one fire)	$25,000
Medical Expense (any one person)	$10,000
BUSINESS AUTOMOBILE LIABILITY	$1,000,000.00
(Coverage includes All Owned, Hired and Non-Owned Autos	
Umbrella/Excess Liability	$10,000,000
Other Insurances	As Specified

The Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

Certificates of Insurance acceptable to the Owner shall be filed not less than 10 days after notification of award.

The Certificate of Insurance shall not be changed to the extent that limits are decreased by endorsement, canceled or non-renewed without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain the overages and these additional requirements. Failure to provide and maintain the required coverage will be grounds to declare the Contractor in default of the Contract.

The criteria which Insurance Company or Companies are deemed satisfactory by the Owner shall include, but not be limited to the following:

a. The above required insurance coverage shall be written by a Company or Companies licensed in the areas of required coverage by the Insurance Commissioner of the South Carolina Department of Insurance, and
b. The Insurance Company or Companies shall be assigned a rating of "A-" or better by A. M. Best
c. Company on its most recent Best's Insurance Report, and
d. The Owner considers the "ACORD Certificate of Insurance" as an acceptable form of certificate.

10. ACCIDENTS: The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

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

12. STATEMENT OF COMPLIANCES AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

13. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.

14. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a "no bid" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.

15. EXAMINATION OF RECORDS:
    a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors' directly pertinent books, documents, papers or other records involving transactions related to this contract.

b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors' directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

16. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.

17. PACKING AND DELIVERY: All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.

18. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County's standards for acceptance.

19. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLAINANCE CONCERNING ILLEGAL ALIEN:
By submission of this bid, the bidder as the prime contractor does hereby agree:
    a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment.
    b. to provide SCDOT with any documents required to establish such compliance upon request; and
    c. to register and participate and require agreement from subcontractors and subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

20. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.

21. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

22. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by

the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.

23. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.

24. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and.
- Other substantiating documentation of information as required by the contract.

25. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.

26. COORDINATION OF UTILITY RELCOATION WORK WITH CONTRUCTION: As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

It is the responsibility of the Contractor to call Palmetto Utility Protection Service (PUPS @ 1-888-721-7877) three (3) days prior to work so that existing utilities can be properly marked.

Contractor shall be responsible for acquiring risers for manholes and valves from utility companies.

27. SERVICE FACILITIES: In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.

28. WORK TO BE INCLUDED IN THIS PROJECT: Fairfield County, due to budget considerations, reserves the right to adjust the amount of work to be performed on this project. Projects may be added or deleted only at the discretion of the County. The Contractor shall, by signing this request for bids, agree to adjust, as indicated by the County, the lengths or quantities of roadways and corresponding pay items to be performed, at the times and locations determined to be beneficial to the County.

29. CONFLICTS IN SPECIFICATIONS: When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive or costly language/specification.

30. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Procurement, he/she shall pay liquidated damages in the sum of two hundred dollars ($200.00) per day.

31. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

32. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.

33. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of 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 the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or 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.

34. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.

35. CHANGE ORDER:
    a. A Change Order is a written order to the Contractor, signed by the authorized County representative, directing changes in the work within the provisions of the Contract.
    b. A Change Order is used to change contract quantities for items with unit prices, provide for incentives, penalties, and adjustments for unit price items as provided in the original Contract, delete contract items, and revise contract time.
    c. A Change Order may include written agreement made and entered into by and between the Contractor and the Owner, covering alterations and unforeseen work incidental to the proper completion of the project, when such work is paid for at an agree unit or lump sum price. Such Change Order becomes a, part of the Contract when approved and properly executed.

36. 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 bidder shall be held responsible thereof.

37. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the County representative(s).

b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

38. Documentation contained in Section "D" shall be completed and submitted along with the Proposal.

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

40. RIGHT TO PROTESTS: Any actual or prospective bidder, offeror, contractor, or subcontractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Director of Procurement. The protest, setting forth the grievance, shall be submitted in writing within ten (10) business days after such aggrieved person knows, or should have known, of the facts given rise thereto.

41. SAFETY AND PROTECTION: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

42. SECURTIY REQUIRED:

a. Bid Security – Each Bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guaranteed deposit that the bid will be carried out to the complete satisfaction of the County.

b. Forfeiture of Bid Security – Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) calendar days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to sixty (60) calendar days after the closing date may also result in forfeiture of bid security.

c. Return of Bid Security – Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest in earnings on returned funds.

d. Payment and Performance Security

i. The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County (see Attached "Sample Forms"), in the following amounts no later than at the time of execution of the Contract:

- Payment Bond: 100% of the total amount of the Contract.
- Performance Bond: 100% of the total amount of the Contract.

ii. The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.

iii. Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.

iv. The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this ITB and terminate upon final payment to Bidder by County. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this ITB and terminate twelve (12) months after the date of final acceptance of the Work by the County.

v. Contractor shall execute the attached Form of Agreement upon contract award.

43. SITE INSPECTION:

a. The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.

b. Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

c. The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

d. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

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

43. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Procurement providing a thirty (30) day advance notice in writing is given to the Contractor.

a. Termination for Convenience.

In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause.

Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30)

day advance notice requirement is waived and the default provision in this bid shall apply.

44. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

45. PERMITS/LICENSING: It shall be the responsibility of the contractor to comply with County Ordinances by securing necessary permits and licenses.

SECTION IV- TERMS AND CONDITIONS – B. SPECIAL

46. JOB SITE SAFETY: All work performed at the work site shall be in accordance with OSHA requirements and the General Safety Policy of Fairfield County. For additional information regarding Fairfield County's Safety Policy, contact Mary Smyrl location in the Human Resources Department at (803) 815-4132.

47. FEE SCHEDULE: Offerors shall provide fee schedule to include but not limited to unit of measure for all material and equipment to be utilized under this contract.

48. BONDING: Bid and Performance and Payment Bonds are required for this project. Bidders shall submit with their bid a bond in the amount of 5 % of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state back and shall be made payable to Fairfield County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidders as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

49. RETURN OF BOND: When bids are awarded, the Procurement Department will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be return upon compliance with the performance and payment bond requirements.

50. PERFORMANCE AND PAYMENT BOND: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Director of Procurement. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Department the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supply labor or materials to the bidder; and shall guarantee to indemnity and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work the contract in accordance with

specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect one (1) year after completion of the contract.

51. LOCAL VENDOR PREFERENCE: For the purpose of determining the low vendor, the Director of Procurement shall grant local vendors (those vendors maintaining a place of business in Fairfield County) a 4% preference on the amount of their quotation or bid up to a maximum total of $50,000. The preference would not apply to purchases totaling less than $50. Preferences do not apply to either prime or subcontractors as relates to construction contracts nor any item that may be purchased on state contracts. Exception: road paving contracts, a 4% preference on the amount of their quotation or bid up to a maximum total of $800,000. Provided, however, that in the event the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict local preference, then in the circumstances there shall be no local preference. The local preference as set forth in this section does not waive or otherwise revoke the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

52. FAIRFIELD COUNTY BUSINESS REGISTRATION: In accordance with Fairfield County Ordinance No.719, Section 3 person doing business that has a Licenses, Permits, and/or Registrations (LPRs) form any State of South Carolina department or agency in order to business in South Carolina (i.e., S. C. Department of Labor, Licensing, and Registration, S.C. Department of Revenue, S.C. Department of Health and Environmental Control, etc.) Section 4 any person doing business in the unincorporated areas of Fairfield County must register their business annually with the County. No person described in Section 3 of this Ordinance unless the business is properly registered with the County. If business is conducted at more than one location or place, each such location or place shall be considered a separate business upon which a separate business registration will be required. One registration is required for each separate business location. Persons working for a registered business are not required to maintain a separate registration with the County identification number and/or social security number, the South Carolina SID or retainer license number if applicable, and the business name and address as reported on the South Carolina income tax return. Every business or person who registers with the County must sign an affidavit, on a form 1esignated by the County or prescribed by the South Carolina Illegal Immigration Reform Act, Attesting under penalty of perjury that the business and/or person is in compliance with the S.C. Illegal Immigration Reform Act and does not knowingly or intentionally employ any person who is an unauthorized alien.

53. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES: Contractor shall adhere to the Federal Transit Administration (FTA) Regulation Attachment I.

54. PROPRIETARY INFORMATION: Bidders shall visibly mark as "CONFIDENTIAL" each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.

55. DUNS & SAM.GOV: The bidder or proposer in order to bid on FTA funded projects must be an active, current member in good standing with no debarments at www.sam.gov (System for Award Management). In order to register at SAM.gov, bidder must have a DUNS number with can be obtained at www.dnd.com. All bidders, proposers not with an active, current registration or debarred at sam.gov will be considered non responsive, non-responsible and will not be considered for this solicitation.

56. CONTRACT TIMES:

57. PAYMENT PROCEDURES: Submittal and Processing of Payments. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

58. FINAL PAYMENT: a. upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price.

58. CONRACTORS RESPONSIBLITIES: In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
    a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
    b. Contractor has visited the Site and become familiar with and is satisfied to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
    d. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
    e. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
    f. Contractor has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by County is acceptable to Contractor.
    g. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

59. TERMS: Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

60. ASSIGNMENT OF CONTRACT: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

61. SUCCESSORS AND ASSIGNS: Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

62. SEVERABLITY: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto Fairfield County, 250 N. Walnut Street, Winnsboro, SC 29180, as oblige, hereinafter called Owner, in the amount of: _____Dollars ($_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain contract with the Owner, dated _____ day of _____, 2025, for the construction of **FAIRFIELD TRANSIT AUTHORITY ADMINISTRATION BUILDING PARKING LOT PAVEMENT AND INSTALLATION AND REPAIRS, IFB# 20261118,** in accordance with the Specifications prepared by FAIRFIELD COUNTY, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 2025.

PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto Fairfield County, 250 N. Walnut Street, Winnsboro, SC 29180, as oblige, hereinafter called Owner, in the amount of: _____ Dollars ($_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain contract with the Owner, dated _____ day of _____, 2025, for the construction of: **FAIRFIELD TRANSIT AUTHORITY ADMINISTRATION BUILDING PARKING LOT PAVEMENT AND INSTALLATION AND REPAIRS, IFB# 20261118,** in accordance with the Specifications prepared by: FAIRFIELD COUNTY which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
   a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, Postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

   b) After the expiration of one (1) year following the date on which Principal Ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2025.

PRINCIPAL	**SURETY**
(Seal)	(Seal)
_____	_____
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title
	(Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

SECTION V INFORMATION FOR BIDDER TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – RESPONSIVE/RESPONSIBLE BIDDER: In addition to information requested elsewhere in this solicitation, Offerors are to submit the following information: You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in Section I. Forms; II. Scope of Work; III. Qualifications; VI. Bidding Schedule/Price Proposal; VII. Bidder References and any appropriate attachments addressed in Section VIII. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

SECTION VI BIDDING SCHEDULE/COST PROPOSAL

All proposed fees shall be in the form of firm fixed fee to remain in effect throughout the period of the contract. This form shall be utilized to submit bids.

SOLICITATION NUMBER: **IFB** 20261118

OPENING DATE AND TIME: **January 23, 2026, at 10:00am EST**

OPENING LOCATION: Fairfield County Procurement Office
County Administration Building, Conference Rm. 2nd Floor
250 N Walnut Street
Winnsboro, SC 29180

PROCUREMENT OF: Parking Lot Pavement Installation and Repaving Service: Offer bid shall be inclusive of all direct and indirect cost to provide the services as describe in the solicitation scope of work. This bid form must not be altered by and utilized to submit bid. Failure to comply may deem offer non-responsive.

Description of Service		**Extended Cost**
All-inclusive cost for the installation of new parking lot at Fairfield Transit Authority Administration Building to include labor, materials, equipment and all incidental necessary for a complete functional installation.		$
Provide repairs to include repaving and re-striping the parking areas located at the Fairfield Transit Authority Administration Building to include labor, materials, equipment and all incidental necessary for a complete functional installation.		$
Additional Cost: (Provide Description)		$
Additional Cost: (Provide Description)		$
	Bid Total	**$**

All prices quoted shall include sales tax and any delivery charges.

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

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____
PHONE: _____ FAX: _____

NAME: _____SIGNATURE: _____ TITLE: _____

SECTION VII BIDDER REFERENCES

BIDDER REFERENCES & PAST EXPERISENCE (MINIMUM OF THREE (3))

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email: _____

Scope of Work: _____

SECTION VIII ATTACHMENTS

Attachment I. Federal Transit Administration (FTA) Regulations
Attachment II. Vendor Application and W9
Attachment III. Fairfield County Business Registration Application
Attachment IV. Conflict of Interest Certification
Attachment V. Certification of Restrictions on Lobbing
Attachment VI. The Drug-Free Workplace Act

0FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS
(*Excluding micro-purchases, except Davis-Bacon requirements at $2,000*)
Revised May 2025 (Master Agreement 33)

	TYPE OF PROCUREMENT				
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Access to Records & Reports	ALL	ALL	ALL	ALL	ALL
ADA Access	A&E	ALL	ALL	ALL	ALL
Bond Requirements				>$250,000	
Bus Testing			ALL		
Buy America Requirements			>$150,000	>$150,000	>$150,000
Cargo Preference Requirements			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Changes to Federal Requirements	ALL	ALL	ALL	ALL	ALL
Charter Service		ALL			
Civil Rights Laws and Regulations	ALL	ALL	ALL	ALL	ALL
Clean Air and Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000	>$150,000
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Davis-Bacon and Copeland Anti-Kickback Act				>$2,000	
Debarment and Suspension	>$725,000	>$725,000	>$725,000	>$725,000	>$725,000
Disadvantaged Business Enterprises (DBEs)	ALL	ALL	ALL	ALL	ALL
Domestic Preferences for Procurements *(Note this is separate from Buy America)*	ALL	ALL	ALL	ALL	ALL
Energy Conservation	ALL	ALL	ALL	ALL	ALL
Federal Tax Liability and Recent Felony Convictions	ALL	ALL	ALL	ALL	ALL
Fly America	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel
Incorporation of FTA Terms	ALL	ALL	ALL	ALL	ALL
No Government Obligation to Third Parties	ALL	ALL	ALL	ALL	ALL
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters	>$25,000 for prime and subs.	>$25,000 for prime and subs.	>$25,000 for prime and subs.	>$25,000 for prime and subs.	>$25,000 for prime and subs.
Patent Rights and Rights in Data	ALL	ALL	ALL	ALL	ALL
Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			ALL		
Program Fraud and False or Fraudulent Statements and Related Acts	ALL	ALL	ALL	ALL	ALL
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL	ALL	ALL	ALL	ALL

Prompt Payment *(Does not apply to projects fully funded by the Tribal Transportation Program (TTP))*	ALL	ALL	ALL	ALL	ALL
Public Transportation Employee Protective Arrangements		Transit operations.			
Restrictions on Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Safe Operation of Motor Vehicles	ALL	ALL	ALL	ALL	ALL
School Bus Operations		ALL			
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Severability	ALL	ALL	ALL	ALL	ALL
Simplified Acquisition Threshold	>$250,000	>$250,000	>$250,000	>$250,000	>$250,000
Solid Wastes (Recovered Materials)	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Special Notification Requirements for States (*Applies to States)* *	ALL	ALL	ALL	ALL	ALL
Substance Abuse Requirements		Transit operations.			
Termination	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000
Trafficking in Persons	ALL	ALL	ALL	ALL	ALL
Veterans Hiring Preference				>$2,000	
Violation and Breach of Contract	ALL	ALL	ALL	ALL	ALL

**Provision is also required in solicitation*

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FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten

(10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand- By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United

States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity

Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any

Implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Federal Law and Public Policy Requirements**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

<u>Clean Air Act</u>

(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 Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, 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 FTA.

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 Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, 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 FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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 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 agency 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."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-

Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Domestic preferences for procurements *(Note this is separate from Buy America)*

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:
   (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
   (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA’s written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

FLY AMERICA

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
2) “United States” means the 50 States, the District of Columbia, and outlying areas.
3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any

other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

   b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre- award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of

1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    1) Procure or obtain;
    2) Extend or renew a contract to procure or obtain; or
    3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
        (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

        (ii)Telecommunications or video surveillance services provided by such entities or using such equipment.

        (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage

in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed

pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

    (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
    (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
    (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

    (1) applications for federal assistance,
    (2) requests for proposals or solicitations,
    (3) forms,
    (4) notifications,
    (5) press releases, and
    (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to

terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency ‘s Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:
Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.3

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Fairfield County Transportation
1794 US-321 Winnsboro SC

Vendor Application

The Vendor Application and W9 must be submitted internally through a Fairfield County Department Employee. The employee shall submit the completed application to the Purchasing Department for processing. By submitting this form the Vendor agrees to adhere to Fairfield County, SC Payment Terms of NET 30 and a purchase order shall be issued **BEFORE** any good or service are delivered.

Required Fields (*)

General Information *** Company Name**	*** What service will be rendered?** *(I.e. Equipment Maintenance, Professional Development, Supplies.)*		
" Select Business Type ☐ Corporation ☐ Sole Proprietorship ☐ LLC ☐ Partnership	*** Are you required to file 1099?** ____Yes, include for current year. ____ No		
***Company Address**	*** City**	*** State**	***Zip**
***Contact Person Name:**	***Contact Person Phone:**	*** Email**	
Webpage:			
Vendor Remittance Information			
*** DBA (if applicable)**			
*** Remittance Address**			
***What email address to send the electric purchase Order? Email:**			
*** City**	***State**		***Zip**
***Company Phone Number:**	Webpage:	Fax	
***SSN or FEIN:**	***Business License**	***State Received**	
Sales Representative	Sales Representative Contact: Telephone		
Product Handled	1.		
	2.		
	3.		
Return information to	**Fairfield County Purchasing**		
Jaleisha.Holmes@fairfield.sc.gov	**P.O. Drawer 60**		
803-635-5969 fax	**250 N. Walnut Street, Winnsboro, SC 29180**		
Note: Please include form W-9 (Request for Taxpayer Identification and Certification)			

Revision date 12/8/2025

Fairfield County Community Development
Planning, Building, and Zoning Office
250 N. Walnut St | PO Drawer 60
Winnsboro, SC 29180
Office: 803-712-6596

Re: County Business Registration

Dear Business Owner:

This letter is to inform you of Ordinance No. 719, announcing that any person doing business in the unincorporated areas of Fairfield County must register their business annually with the County. Electronic copies of the application can be found on our department homepage at https://www.fairfieldsc.com/. This registration needs to be renewed each year on January 1. Businesses located outside of Fairfield County that plan to do business within Fairfield County do need a Business Registration.

Contractors: If you are a contractor, along with the registration application we also need a copy of the Contractors License, and a copy of a Valid ID of the person listed on the Contractors License.

The form can be emailed to: businessregistration@fairfield.sc.gov, mailed to the above address, or brought in person to the office. We accept credit card payments over the phone, checks by mail, and card, check or cash in person.

All applicants applying for and renewing a Business Registration must be current with all Fairfield County taxes/fees, and in compliance with all County Ordinances.

Respectfully,

Business Registrar

(803)-815-4079 or (803)-712-6596

Fee: $15.00

Fairfield County Council
Business Registration Application
P.O. Drawer 60
Winnsboro, SC 29180
Phone (803) 712-6596
Address: 250 N. Walnut St. Winnsboro, SC 29180

Application Year _____ Registration # _____ Date Filed _____ OFFICE USE ONLY	
☐	New Registration
☐	Renewal
☐	Name Change
☐	Location Change
☐	Out of Business Closing Date _____

Business Information (required)
Business Name _____
Physical Business Location _____
City/State/Zip _____
Phone _____
Email _____

Business Owner Information (required)
Name _____
C/O _____
Mailing Address _____
City/State/Zip ☐_____
Phone _____
Email _____
Number of Employees _____

Ownership (Check one)	
☐	Corporation
☐	Individual
☐	Partner
☐	LLC
☐	LLP

Business Type (required, check one)
Contractors License # _____

☐	Agricultural, Forestry, Fishing, Hunting
☐	Mining
☐	Utilities
☐	Construction
☐	Manufacturing
☐	Wholesale Trade
☐	Retail Trade
☐	Transportation and Warehouse
☐	Information
☐	Finance & Insurance

☐	Bars, Taverns, Pubs, Nightclubs
☐	Professional Scientific & Technical Services
☐	Management of Companies & Enterprises
☐	Administrative & Support, Waste Mgmt. & Remediation
☐	Education Services
☐	Healthcare & Social Assistance
☐	Arts, Entertainment & Recreation
☐	Accommodation & Food Services
☐	Real Estate, Rental & Leasing
☐	Other Service: _____

Additional Information (required)
Is this business registered with the Secretary of State of South Carolina? ☐ Yes ☐ No
Federal ID # / SSN _____

Person Completing Application (Print Name) _____
Title of Applicant _____
Email _____ Phone_____

I attest, under penalty of perjury, I am in compliance with the Immigration Reform and Control Act of 1986 (Department of Homeland Security Form I-9, Employment Eligibility Verification)

Signature _____ Date _____

New businesses MUST register with the County prior to beginning operation.
RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EAC YEAR.
EMAIL FORMS TO BUSINESSREGISTRATION@FAIRFIELD.SC.GOV

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: a. 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 any Federal 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. b. 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 Federal 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

CONFLICT OF INTEREST CERTIFICATION

Name: _____
Title: _____
Project: _____

CONFLICT OF INTEREST CERTIFICATION

To the best of my knowledge, I make the following representations by signing this agreement.

1. I have no conflicts of interest regarding this Project. In determining whether any conflict of interest exists, I have considered all of the following factors that might place me in a position of conflict, actual or apparent, with my official responsibilities regarding this Project: (a) my relationship with all SCDOT employee and staff working on the Project, including any contractors or subcontractors involved in this Project; (b) my stocks, bonds, and other financial interests or commitments; (c) my employment and business arrangements (past, present, and under consideration); and (d) to the extent known by me, the financial interests and employment and business arrangements of members of my family.
2. I, my spouse, and my dependent children do not have any direct or indirect financial interest or any other beneficial interest (e.g., beneficiary of a trust) in any part of the Project.
3. I am not related to anyone, by blood or by marriage, who is a principal of any contractor, consultant, subcontractor or subconsultant who worked on this Project or who will receive additional compensation for working on a SCDOT matter.
4. I have not, directly or indirectly, sought, received, or agreed to receive anything from any officer, employee, representative, agent, or consultant associated with this Project.
5. I am not aware of any circumstances which would (a) impair my exercise of independent judgment or my impartiality with respect to my duties in analyzing this Project, or (b) prevent me from evaluating the Project solely on its merits and in accordance with the industry standards.
6. I have not received any guidance or instructions, directly or indirectly, regarding the Project except for those provided by the scope of work relating to this review.
7. I am not aware of anyone under my supervision or in my chain of command having a conflict of interest regarding this Project.

Continuing Obligation: During the review of this Project, I agree to conduct myself in such a way as not to adversely affect the confidence of the public. If subsequent events cause any change to the representations made above, create an actual or apparent conflict of interest, or create a violation of any rule of conduct contained in this agreement, I agree to inform the SCDOT promptly and to take no further action concerning the Project pending receipt of the SCDOT's instructions.

Certification: I certify that I have read and understand the above requirements.

_____
Name (Print)

_____ _____
Signature Date

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I,_____

(Name and title of authorized official)

hereby certify to the South Carolina Department of Transportation, on behalf of _____ that:

(Name of grantee)

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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1119/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).

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 sub-recipients 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 Title 31 USC Section 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.

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 is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352. 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.

_____

Signature/Title of Authorized Representative

_____

Printed Name/Title of Authorized Representative

_____

Date

THE DRUG-FREE WORKPLACE ACT

S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "…for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more…" from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "…for a stated or estimated value of fifty thousand dollars or more…" from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below. Please check the box beside the certification statement that applies to you and sign and date this form.

I hereby certify to the South Carolina Department of Transportation that I will provide a drug-free workplace.

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

COMPANY NAME & ADDRESS

_____

_____

_____

_____
Authorized Signature

_____
Date