



November 22, 2011

To: Prospective Bidders

Subject: Addendum No. 2
Orangeburg County 2011 Project (D)
RFB O-11.07

Bids Due: Tuesday, November 29, 2011 – 12:00 PM
Bids will be opened and read aloud on date noted above at 12:00 PM

The following will amend, modify, and/or clarify the bid documents described above and are hereby part of the same. Please make all necessary corrections.

- 1) The Contractor is responsible for the haul off of any demolished pipe or other demo debris and any cost associated with this should be incorporated into the installation price for the new RCP
- 2) The contractor will not be responsible for replacing any concrete and/or handmade brick and mortar headwall structures at the end of RCP pipe outlets.
- 3) There is a welded wire fence in the right-of-way on Pine Ridge, the contractor is responsible for removing the fence, and the fence will be replaced by Orangeburg County once construction is completed.
- 4) All bidders are to complete the attached 3 forms and include them in their formal bid not doing so will disqualify that bidder as non compliant: Code and Articles Acknowledgement, Certification Of No Exceptions, and the Liquidated Damages Acknowledgement.

Bidders are reminded to indicate the receipt and acknowledgement of this addendum on the Bid Form.

We appreciate your interest in doing business with Orangeburg County and look forward to a successful project.

Sincerely,

A handwritten signature in blue ink that reads 'BK King'.

Brian King
Dennis Corporation

Code and Articles Acknowledgement

RFB No. O-11.07

Incorporation by Reference.

The following articles of the Code are incorporated by reference as if set forth verbatim in this RFB (“Incorporated Code Provisions”):

- Articles 1, including §§1-302.3.a. and 1-303.2.a.
- Article 2.
- Article 3; however, modified to Project engineer as designee for Procurement Director regarding evaluation of proposals, recommendations, and award for this RFB
- Article 4 Part A
- Article 5 §§5-101 and 5-301
- Article 7

By submitting a proposal, the vendor agrees that the Incorporated Code Provisions govern this procurement from solicitation through completion of the full execution of the resulting contract.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the **Orangeburg County Procurement Code** (the “Code”). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html>. In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/>

Method of Source Selection.

The source selection method applicable to this procurement is Competitive Sealed Bid, §5-301 of the Code.

The undersigned vendor understands and agrees to be bound to the Incorporated Code Provisions in all matters arising from the RFP identified above.

Printed Vendor Name

Signature of Vendor’s Authorized Agent

Printed Name of Vendor’s Authorized Agent

Title with Vendor of Vendor’s Authorized Agent

Certification of No Exceptions

Request for Bid No. O-11-07- Project D

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Invitation to Bid and the incorporated Code as a contract term. See Code §4-302. In connection with that requirement, a vendor must complete this certification and include it in its submission.

Vendor certifies the following regarding its bid:

1. Vendor AGREES to all of the terms of the Invitation to Bid (including the incorporated Code terms) and takes NO EXCEPTIONS: Yes No

2. Vendor does NOT AGREE to all of the terms of the Invitation to Bid (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

Yes No

Identification Of Excepted Term	Description of vendor's substituted term	Vendor's Initials
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Exception 1:

Exception 2:

Exception 3:

Exception 4:

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the Invitation to Bid (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Liquidated Damages Acknowledgement

RFB No. O-11.07

The purpose of this Liquidated Damages Acknowledgement is to draw a submitting vendor's attention to the existence, amount, and computation of liquidated damages in Article 4.03 of the Form of Agreement, (herein the "Article") and obtain confirmation that the specific provision is agreeable to vendor.

In connection with the topic of liquidated damages, submitting vendor agrees that Owner would incur damages if the Scope of Work is not timely completed, that such damages would be difficult to calculate, but vendor admits that the damages to the Owner would be in excess of the daily amount found in the Article. For this reason, vendor specifically agrees to the daily amount found in the Article.

The undersigned vendor understands and agrees to the foregoing.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent