

Title and Summary

RFP No. FY14-1230 Phase 6 Telecommunications Outside Plant Construction Project

Contracting Entity:	Orangeburg County, South Carolina (“Owner”) A political subdivision of the State of SC Procurement Director Jannella Shuler Orangeburg County Procurement Office 1437 Amelia St. (“Administrative Center”) Orangeburg SC 29115 jshuler@orangeburgcounty.org
Project Engineer: Ethan Beeks W. Metts Engineering 121 Bridge St. Branchville SC 29432 ethan@wmetts.com	

The RFP is composed of the following:

- Title and Summary pages – this document
- Those articles of the Code specified in the Code & Articles Acknowledgement
- Code & Articles Acknowledgement
- Certification of No Exceptions
- Certification of Preferences
- Evaluation Criteria
- Scope of Work
- RUS Form 515 (September 17, 2001) “USDA Telecommunications System Construction Contract (Labor & Material)”, including Supplement A to Construction Contract RUS Form 515 (RUS Form 787), the 167 page document of that name located on the USDA-RUS website, with the following modifications:
 - The Notice to Bidders Telecommunications Outside Plant Project (pgs. 1-4), Instructions to Bidders (pgs. 5-12) have been individualized to the Phase 6 Project by the Project Engineer and are available to those vendors successful in the RFQ process;
 - Omit pages 13, 14, 19, 20;
 - The Contractor’s Proposal (pages 23-114) has been individualized to the Phase 6 Project by the Project Engineer and is available to those vendors successful in the RFQ process.
- RUS Forms 515a through 515d
- RFP amendments and/or addendum, if any

RFP amendments, if any, will be posted on <http://www.orangeburgcounty.org/>

Questions. If vendors have questions, same shall be directed via e-mail to the Project Engineer with a cc to the Procurement Director no later than 12-Noon on 12/27/2013.

Each vendor submission to the RFP shall be composed of one fully completed and executed original and one copy of the following:

- Code & Articles Acknowledgement
- Certification of No Exceptions
- Certification of Preferences
- Addendum Acknowledgement

- Submission Deadline: 11:00 a.m. on December 30, 2013
- Submission Location: 1437 Amelia Street County Admin. Center, Basement Floor, Procurement Office, Orangeburg, SC 29115

Additional Information, Including Special Conditions

To the extent the Procurement Code requires the Procurement Director to take certain action regarding the evaluation of proposals, recommendations, and award for this RFP, the Project Engineer shall be deemed to have the duties otherwise assigned to the Procurement Director.

Procurement Code Section 1-302.3.a. applies to this procurement. The funding agency's procurement requirements will govern the procurement in any instance in which those requirements conflict with the Orangeburg County Procurement Code. To the extent that is the case, this procurement is exempt from the conflicting provisions of the Orangeburg County Procurement Code.

The funding agency for the Phase 6 Project requires that the contract for this procurement be on RUS Form 515. There will be no negotiation or deviation from the RUS Form 515 contract terms.

The following from the Code of Federal Regulations applies to this procurement: 7 C.F.R. §1788.

Addendum Acknowledgement

Request for Proposal FY14-1230 – Phase 6-Telecommunications Outside Plant Construction Project

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

Addendum No.	Addendum Date	Initials of Vendor's Authorized Agent
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Proposal FY14-1230– Phase 6 Telecommunications Outside Plant Construction Project

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Request for Proposal and the incorporated Code as a contract term. See Code §5-304-302. 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
---------------------------------------	--	----------------------

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 Request for Proposal (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

Certification of Preference(s)

Request for Proposal FY14-1230 – Phase 6 Telecommunications Outside Plant Construction Project

(The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with its proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

Preference 1. Vendor is a resident of the State of South Carolina:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Preference 2. Vendor is a resident of Orangeburg County, SC:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Preference 3. Vendor is an MBE:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Code and Articles Acknowledgement

RFP No. FY14-1230 Phase 6 Telecommunications Outside Plant Construction Project

Incorporation by Reference.

The following articles of the Code are incorporated by reference as if set forth verbatim in this RFP (“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 RFQ
- Article 4 Part A
- Article 5 §§5-101 and 5-304
- 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/_____.or

Method of Source Selection.

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

Evaluation Criteria

Request for Qualifications FY14-1230– Phase 6 Telecommunications Outside Plant Construction Project

If Orangeburg County decides to go forward with the procurement, the award shall be made to the vendor whose request for proposal it determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The following person is hereby designated as the County's designee, the Project Engineer to substitute for the Procurement Director in the evaluation and ranking duties. The factors to be considered in evaluating are as follows, and are listed in order of relative importance: (see note below)

1. Past performance;
2. The ability of professional personnel;
3. Demonstrated ability to meet time and budget requirements;
4. Price
4. Location:
5. Recent, current, and projected workloads of the firms;
6. Creativity and insight related to the project;
7. Related experience on similar projects and references;
8. Understanding of Plans and Specifications; and
9. Responsiveness to Plans and Specifications.

Note: The method of selection, Request for Proposal, does not require a numerical weighting for each factor. See Code §5-304.7

SCOPE OF WORK

Request for Proposals-FY14-1230 –Phase 6 Telecommunications Outside Plant Construction Project

The scope of services requested by the county for this RFP No. 14-1230 are as follows:

In connection with that anticipated procurement, vendors submitting in the RFQ process are hereby advised that the successful vendor will be given a “List of Owner’s Material On Hand” which will include the necessary cable, hand holes, pedestals, and major materials. The successful vendor will be responsible for any miscellaneous material not included on the “List of Owner’s Material On Hand”.

Procurement:

Sealed proposals for the construction of a fiber to the premises project, including the supply of necessary labor, miscellaneous materials, and equipment, of a rural telecommunications project as described below.

Project Work Order: WO #10-6

Owner: ORANGEBURG COUNTY

Exchange(s): Canaan

County: ORANGEBURG

State: SOUTH CAROLINA

The Project shall consist of approximately the following miles [kilometer (km)] of fiber to the premises plant (herein the “Plant”):

Aerial Sheath: 0.00 miles (0.00 km)
Buried Sheath: 87.3 Miles (144.00 km)
Number of Service Entrances: 325
Closures: 65
Pedestals: 316

General Information

Any proposal offers as a result of the Request for Proposal shall be binding for sixty (60) calendar days following the opening date. Any proposal determined to deviate from the provided form and provide material list will be deemed unresponsive and will be rejected.

Upon completion of the RFQ, the Project Engineer will not release a set of Plans, Specifications, and Construction Sheets bearing a serial number to a vendor unless the Project Engineer has qualified the vendor in RFQ No. FY14-1115 (herein “Pre-Qualified Vendors”). Questions relating to a vendor’s qualifications shall be resolved prior to the invitation for bids or proposals for the project.

Pre-Qualified vendors may obtain the Plans, Specifications, and Construction sheets together with all necessary forms and other documents for the project from the Owner's Project Engineer, W. Metts Engineering Co., Inc., 121 Bridge St., Branchville SC 29432, upon payment of \$250 (per set) for a paper copy. Electronic copies are available at no additional charge. The Plans, Specifications, and Construction sheets may be examined at the offices of the Project Engineer. Each set of Plans, Specifications, and Construction sheets will have a serial number, assigned by the Project Engineer, and the number of each set with the name of the purchaser-recipient will be recorded by the Project Engineer.

No Proposal or bid will be considered from a Pre-Qualified Vendor that does not attend the Pre-Bid Conference, unless the Pre-Qualified Vendor has been notified by the Project Engineer prior to the Pre-Bid Conference that attendance is not required. Notes covering the Pre-Bid Conference will be prepared by the Project Engineer and distributed to all Pre-Qualified Vendors attending the Pre-Bid Conference.



United States
Department of
Agriculture

Rural
Utilities
Service

RUS Form 515

September 2001

Telecommunications System Construction Contract (Labor and Materials)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0059. The time required to complete this information collection is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**Telecommunications System
Construction Contract**
(Labor and Materials)

RUS Contract Form 515

SEPTEMBER 17, 2001

U.S. Department of Agriculture
Rural Utilities Service

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TELECOMMUNICATIONS SYSTEM CONSTRUCTION CONTRACT

(Labor and Materials)

The Complete Construction Contract Consists of the Following:

- I. RUS Contract Form 515, Telecommunications System Construction Contract, which includes:
 - A. Notice to Bidders (Page 1)
 - B. Instructions to Bidders (Page 5)
 - C. Contractor's Proposal (Page 23)
 - D. Construction Agreement (Page 115)
 - E. Engineering, Construction, and Inspection Details (Page 128)

- II. One or more of the specification packets made a part of the Contract by reference as indicated on page 13.
 - A. RUS Form 515a, Specifications and Drawings for Construction of Buried Plant (RUS Bulletin 1753F-150).
 - B. RUS Form 515b, Specifications and Drawings for Underground Plant (RUS Bulletin 1753F-151).
 - C. RUS Form 515c, Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152).
 - D. RUS Form 515d, Specifications and Drawings for Service Entrance Installations at Customer Access Locations (RUS Bulletin 1753F-153).

- III. Plans, including Maps, Construction Sheets and Special Drawings prepared by the Owner's Engineer (Current version of related forms to be utilized).

Check List of Pages to be Completed

Engineer - Prior to Release for Bids Completes:

Pages 1-3	Notice to Bidders
Pages 5-12	Paragraphs 1, 2, 5, 8, 18c, 18d, and 18g
Page 23	Contractor's Proposal
Pages 25-89	Listing of Units, Quantities and Other information as Applicable
Page 91	"Value and Disposition of Units to be Removed" Table (Columns 1-7)
Pages 93-95	List of Special Assembly Unit Drawings and Special Guide Drawings, and List of Changes
Page 97	List of Cable Plant Layout Maps
Page 99	List of Construction Sheets
Page 101	List of Special Arrangement Units
Page 110	Paragraph 14

Page 111 Paragraph 17, 18
Pages 116-117 Article II, Section 1(b)
Page 135-137 Schedule of Acceptance Tests and Measurements
Page 138 Article VI, Section 2
"W" units in RUS Forms 515a, 515b, 515c, and 515d, as Applicable.

Owner - Prior to Release for Bids Completes:

Pages 2, and 138 Liquidated Damage Amount
Pages 3, and 12 Signature and Date
Page 19 Interim Financing, as Applicable
Page 21-22 Supplement A to Construction Contract RUS
Form 515, as Applicable

Bidder - Prior to Submitting Bid Completes:

Page 13 Bid Bond or Certified Check
Page 15 Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion - Lower Tier Covered Transactions
Page 17 Certification for Contracts, Grants, Loans,
and Cooperative Agreements (Lobbying
Certification)
Page 19 Interim Financing, as Applicable
Page 21-22 Supplement A to Construction Contract RUS
Form 515, as Applicable
Pages 25-89 Unit Prices and Extensions, as Applicable
Pages 103-105 Proposal Summary
Page 109 Contractor's License, Paragraph 10
Page 112 Paragraph 21
Page 113 Signature, Address, Date and Seal

Engineer - On Acceptance Completes:

Page 115 Top of Page and Article I, Section 1 (except
for date)
Page 121 Article III, Section 1(b)

Owner - On Acceptance:

Page 115 Dates Construction Agreement
Page 145 Signs Construction Agreement

Bidder - Upon Notification of Acceptance:

Page 145 Signs Construction Agreement
Pages 151-157 Inserts executed Contractor's Bond

TELECOMMUNICATIONS SYSTEM CONSTRUCTION CONTRACT (RUS FORM 515)

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NOTICE TO BIDDERS

TELECOMMUNICATIONS OUTSIDE PLANT PROJECT

Sealed proposals for the construction, including the supply of necessary Labor, materials, and equipment, of a rural telecommunications project as described below:

Project Number: WO 10-6

Company Name: ORANGEBURG COUNTY

Exchange(s): CANAAN

County(ies): ORANGEBURG COUNTY

State(s): SOUTH CAROLINA;

shall be received at the following location and time:

Address: 1437 Amelia St. Orangeburg, SC 29115

Bid Date: December 30, 2013

Time: 2:00, PM, EST, at which time the proposals shall be publicly opened and read.

The project shall consist of approximately the following miles [kilometers (km)] of plant:

Aerial Sheath: 0.00 miles (_____ km);

Aerial Slack Loops: 0.00 miles (_____ km);

Buried Sheath: 60.85 miles (_____ km);

Underground: _____ miles (_____ km);

Conduit: 25,500 duct ft. (_____ km)

Service Entrances 30.83 miles (_____ km);

Number of Service Entrances: 380

Aerial __; Buried 380.

The number of cable placement operations used at any one time shall not exceed SEVEN. The time for Completion of Construction of the Project shall be 150* calendar days excluding Saturdays, Sundays, and legal holidays) from the contract commencement date. Liquidated damages in the amount of \$500 per day shall apply for each and every day that construction is delayed after giving effect to extensions of time as provided for in the contract.

The Plans, Specifications, and Construction Sheets together with all necessary forms and other documents for Bidders may be obtained from the Owner, or from the Engineer W. Metts Engineering Co., Inc., at the latter's office at 121 Bridge St., Branchville, SC 29432, upon payment of \$ 250 (per set) for a paper copy. Electronic copies are available at no additional charge. The Plans, Specifications, and Construction Sheets may be examined at the offices of the Owner or Engineer. Each set of Plans, Specifications and Construction Sheets will have a serial number, assigned by the Engineer, and the number of each set with the name of the purchasers recipient will be recorded by the Engineer. Bids will be accepted only from original purchasers recipient or from some other qualified Bidder to whom such a set has been transferred by the

* See page 93

original purchaser recipient with the approval of the Owner, at least forty-eight (48) hours prior to the Pre-Bid Call set for 2:00PM on December 17, 2012

at the following location: W. Metts Engineering - 121 Bridge St. Branchville, SC 29432

No proposals will be considered from bidders that do not attend the Pre-Bid Conference unless the bidder has been notified by the Engineer prior to the Pre-Bid Conference that such bidder's attendance is not required. Notes covering the Pre-Bid Conference will be prepared by the Engineer and distributed to all bidders attending the Pre-Bid Conference.

Bidders shall file with the Engineer at least two days in advance of the scheduled Pre-Bid Conference, the Bidder's Qualifications. The Owner or Engineer will not release a set of Plans, Specifications, and Construction Sheets bearing a serial number to a bidder until after the Bidder's Qualifications have been approved by the Engineer on behalf of the Owner. Questions relating to Bidder's Qualifications shall be resolved prior to the Pre-Bid Conference.

(Date)

ORANGEBURG COUNTY
(Borrower Name)

By _____
(Signature)

INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the construction, including the supply of necessary labor, materials, and equipment, of a rural telecommunications project to be financed pursuant to a Loan Contract between Orangeburg County (hereinafter called the "Owner") and the United States of America by the Administrator of the Rural Utilities Service, dated January 30, 2012, (a copy of the Loan Contract may be examined at the office of the Owner) and to be known as the SC 1104-A40 which is to be part of the System known as Orangeburg County will be received by the Owner on or before 2:00 o'clock PM. Eastern, December 30, 2013, at the following location: 1437 Amelia St. Orangeburg, SC 29115; at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.

2. The Project, located in the following County(ies): Orangeburg; in the State(s) of South Carolina, all as more fully described in the Plans, Specifications, Construction Sheets, Maps, Special Drawings, and Description of Assembly Units therefore hereinafter referred to will consist of the following miles (km) of telecommunication lines and associated facilities:

a. Buried Plant - Total Route Miles 60.85 (_____ km)

Construction Corridor

New Miles _____ (_____ km)

Existing Miles 60.85 (_____ km)

b. Underground Plant - Total Route Miles 0.00 (_____ km)

Conduit System:

Construction Corridor:

New Miles _____ (_____ km)

Existing Miles _____ (_____ km)

Innerducts placed in:

Conduit Miles _____ (_____ km)

Underground Cable in Conduit Systems:

New Miles 0.00 (_____ km)

Existing Miles _____ (_____ km)

Manholes: _____ (number)

c. New Aerial Plant - Total Route Miles 0.00 (_____ km)

New (Including Rebuilt Miles on Which Substantially All Poles Are To Be Replaced)

- Route Miles _____ (_____ km)

Pole Line w/ Self Supporting Fiber Optic Cable

- Route Miles _____ (_____ km)

Pole Line with Cable

- Route Miles _____ (_____ km)

Joint Use - Electric - Cable

- Route Miles _____ (_____ km)

Joint Use - Electric - Self Supporting Fiber Optic Cable

- Route Miles _____ (_____ km)

Joint Use - Other than Electric Cable

- Route Miles _____ (_____ km)

- d. Modification of Existing Aerial Plant -
 - Route Miles 0.00 (_____ km)
 - (Includes all lines on which substantial number of poles are retained and which are not included in the above Classification)
- e. Service Entrances - Route Miles 30.83 (_____ km)
 - Buried Service Entrances - Number 380 _____
 - Route Miles 30.83 (_____ km)
 - Aerial Service Entrances - Number _____
 - Route Miles 0.00 (_____ km)

3. Proposals and all supporting instruments must be submitted in their entirety on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number, if a license is required by the State, and the date and hour of the opening of Bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink or typewritten. No alternations or interlineations will be permitted, unless made before submission, and initialed and dated.

4. Prior to the submission of the Proposal, the Bidder shall make a careful examination of the site of the Project and of the Plans, Specifications, Construction Sheets, Maps, Special Drawings, Description of Assembly Units, and forms of Construction Agreement and Contractor's Bond attached hereto, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors and the Anti-Kickback Acts, as amended (40 USC 276c; 41 USC 51 et seq.) and regulations issued pursuant thereto.

5. To facilitate the Bidder's meeting the requirements of Paragraph 4, a one day Pre-Bid Call is scheduled at the following location W. Metts Engineering Co., Inc. 121 Bridge St. Branchville, SC 29432, 12/17/13 commencing at 2:00 O'Clock, PM, Eastern. At the Pre-Bid
(Date) (Time)

Conference, qualified representatives of the Engineer and/or Owner, and Contractor will be prepared to discuss the project plans in detail including previous construction experience. They will also provide assistance to personnel of the Bidder for visiting existing representative cable routes and locations, if any, that may require special construction planning. All Bidders are required to attend the Pre-Bid Conference or furnish information to the satisfaction of the Engineer prior to the Pre-Bid Conference, that the Bidder, through prior visitation or previous construction work in the Area, has adequate familiarity with the site and plans for the project.

No proposal shall be accepted or considered from Bidders that do not attend the Pre-Bid Conference or have not been notified by the Engineer prior to the Pre-Bid Conference, that their attendance is not required.

6. Each Bidder shall include and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each Assembly Unit, the amounts which it is estimated will be payable by the successful Bidder or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor or installation thereof, to be incorporated in the Project as part of such Assembly Unit. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project.

7. The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications and offered in the Proposals.

8. Where buried plant is included in the construction of the Project, the number of cable placement operations that may be used at any one time shall not exceed SEVEN*.

9. The time for Completion of Construction of the Project shall be as specified by the Owner in the Proposal.

10. Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond

* See page 93

or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the Administrator, or for a period not to exceed ninety (90) days from the date hereinbefore set for the opening of Proposals whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

11. The successful Bidder will be required to enter into a Contract with the Owner and to furnish a Contractor's Bond, in one of the forms attached hereto, with sureties listed by the United States Treasury Department as Acceptable Sureties in a penal sum not less than the Contract price.

12. Should the successful Bidder fail or refuse to execute a Contract and to furnish a Contractor's Bond within fifteen (15) days after written notification of the award of the Contract by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference between the amount of the Proposal and such larger amount (up to 10% of the Proposal) for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the Contract or to furnish a satisfactory Contractor's Bond.

13. The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Owner or by any other person.

14. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the execution of any Contract which may be awarded thereon.

15. The Owner reserves the right to reject any or all Proposals. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective

Assembly Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

16. Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor", "Materials", and "Labor and Materials", and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

17. The terms "Administrator", "Engineer", "Supervisor" "Contractor's Proposal", "Project", "Section", "Completion of Construction", "Completion of Project", "Cleanup", "Work Sector", "Construction Corridor", "Reduced Construction Corridor", and "Construction Sheets" as used throughout this Contract shall be defined in the Construction Agreement, Article VII, Section 1.

18. The Owner represents:

- (a) If by other provisions of the contract documents the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations which may be determined by inquiry by Bidders from the Engineer or if such materials are not on hand they will be made available by the Owner to the successful Bidder before the time such materials are required for construction.
- (b) That all items to be accomplished by the Owner to facilitate construction have been accomplished or will be completed prior to construction activity.
- (c) Staking has been completed for the entire project, except for Service Entrances, as of 7/25/12.
(Date)
- (d) Easements and rights-of-way for the Construction Corridor used for the placement of buried cable have been obtained from property owners or public authorities. Public rights-of-way, totaling approximately 60.85 miles (km) and private rights-of-way, totaling approximately miles (km) are as shown on the Construction Sheets. All rights-of-way obtained that do not provide sufficient width to meet the specifications for Construction Corridor as defined in the

specifications are designated as "Reduced Construction Corridor". The actual widths available for cable placement in the reduced areas are shown on the respective Construction Sheets. Rights-of-way not obtained are designated as "Unobtained Construction Corridor" and are shown on the Construction Sheets.

Where the placement of the cable is restricted within the Construction Corridor, these locations are designated "Restricted Construction Corridor". The nature of the restriction of the replacement of the cable is as shown on the Construction Sheets. When the cause of a restriction is the presence of existing telecommunications plant or foreign utilities, the general location of these facilities is as shown on the Construction Sheets. Since these facilities can be located definitely only by exposing them to view, all Construction Sheet representations as to their locations are approximate.

- (e) Easements and rights-of-way for placement of all Service Entrances have not been obtained. Such rights-of-way will be obtained as required to avoid delay in placement of such Service Entrances.
- (f) The Owner will have available all funds necessary for immediate payment for the construction of the Project.
- (g) Where buried plant is involved, the Owner has obtained permission from State and local highway and road authorities to bury cable and set housings on the highway and road rights-of-way in the Project Area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road rights-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by the highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the Project. This requirement is in addition to, and independent of, the performance bond required under this Contract. The approval of a Bidder's Qualifications by the Owner or the acceptance of a Bid from any Bidder is not to be construed as approval of the Bidder's equipment or

proposed construction methods by, or on behalf of, the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:

Orangeburg - SCDOT Engineering District 7

P.O. Box 1086 Orangeburg, SC 29116-1086

Construction: (803) 531-6877

Highway Permits filed with Owner and will be provided

With final 515 Contract forms before work begins.

Extra Copies available upon request.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertaking or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner, in writing within ten (10) days, of its desire to extend the time of completion in accordance with the foregoing, and provided further that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph (a) hereof.

(Date)

ORANGEBURG COUNTY

(Owner)

By

(Authorized Signature)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarment," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Organization Name

Name of Authorized Official

Signature

Date

SUPPLEMENT A TO CONSTRUCTION CONTRACT RUS FORM 515

The Bidder agrees that the following provisions shall be a part of the Proposal to which this Supplement is attached and shall supersede all provisions of the Proposal which are inconsistent herewith:

1. The following Section 24 shall be added on Page 113:

- 24(a) The Bidder understands and agrees that, if this proposal is accepted, the Owner shall furnish to the Bidder the materials set forth in the attached "List of Owner's Materials on Hand" and the Bidder will give a receipt therefore in writing to the Owner. The Bidder further agrees, at its expense and in on behalf of the Owner, to promptly receive, unload, transport and handle all materials and equipment on the "List of Materials Ordered by Owner but Not Delivered" when delivered and shall be responsible for demurrage, if any, and will promptly forward to the Owner the Bidder's receipt in writing for such materials. The materials referred to above are on hand at, or will be delivered to the locations specified in the attached Lists and the Bidder will use such materials in constructing the Project.
- (b) The Contractor's Bond shall be in a penal sum of not less than the contract price, which is the sum of all labor and materials including owner-furnished materials covered by this Supplement A.
- (c) The references in the Construction Agreement to "materials," except in Article IV Section 1(f), Page 124, shall be understood to mean only materials to be furnished by the Bidder.
- (d) The value of the completed Assembly Units certified to by the Bidder each month pursuant to article III, Section 1(a) Pages 120 and 121, of the Construction Agreement shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only 95 percent of the remainder shall be paid prior to the completion of the Project. The value of such materials for the purpose of this Supplement shall be computed on the basis of the unit prices stated in the attached Lists, and not on the Bidder's material unit bid prices. Materials, if any, not required for the Project, which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of the construction of the Project. The value of all materials not installed in the Project or returned to the Owner shall be deducted from the final payment to the Bidder.

- (e) The Owner shall furnish such materials, if any, as may be required for the Project in excess of the quantities set forth in the attached Lists. In such event, the value of such excess materials shall be determined on the basis of the unit prices stated in the attached Lists and payments to the Bidder on account of such excess materials furnished by the Owner shall be reduced in the manner provided in paragraph (d) above.

2. Section 15, Page 110, shall be revised to read as follows:

- 15. The unit prices for Assembly Units in this Contractor's Proposal include provisions for the payment of all moneys which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment or services or labor of installation thereof, to be incorporated in the Project as part of such Assembly Units. The Bidder agrees to pay all such taxes except on Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner's Materials on Hand" and "List of Materials Ordered by Owner but Not Delivered" include such taxes, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to materials used in construction of the project except as to Owner Furnished Materials.

_____ Bidder
By _____
Date

President
Title

Orangeburg County
Owner

_____ By _____
Date

County Administrator
Title