

Title and Summary

RFP No. FY15-0925 Phase 7 Telecommunications Outside Plant Construction Project

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

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 7 Project by the Project Engineer;
 - Omit pages 13, 14, 19, 20;
 - The Contractor’s Proposal (pages 23-114) has been individualized to the Phase 7 Project by the Project Engineer and is available vendors who make purchase plans from the Project Engineer.
- 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 9/23/2014.

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 September 25, 2014
- 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 7 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.

SCOPE OF WORK

Request for Proposals-FY15-0925 –Phase 7 Telecommunications Outside Plant Construction Project

The scope of services requested by the county for this RFP No. 15-0925 are as follows:

In connection with that anticipated procurement, vendors submitting in the RFP 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 Middle Mile project, including the supply of necessary labor, miscellaneous materials, and equipment, of a rural telecommunications project as described below.

Project Work Order: WO #10-8

Owner: ORANGEBURG COUNTY

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: 6.76 miles (11.16 km)
Buried Sheath: 41.90 Miles (69.15 km)
Number of Service Entrances: 83
Handholes: 179
Closures: 10
Pedestals: 8

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 request, the Project Engineer will release a set of Plans, Specifications, and Construction Sheets bearing a serial number to a vendor. Questions relating to a vendor’s qualifications shall be resolved prior to the invitation for bids or proposals for the project.

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 copy. Electronic copies are available at no additional charge to the paper copy. 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 Vendor that does not attend the Pre-Bid Conference, unless the 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 Vendors attending the Pre-Bid Conference.

Evaluation Criteria

Request for Qualifications FY15-0925– Phase 7 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



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 10-8

Company Name: ORANGEBURG COUNTY

Exchange(s): Canaan, Rowesville, & Firefighter Ln.

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: September 25, 2014

Time: 11:00, AM, 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: 6.27 miles (_____ km);

Aerial Slack Loops: 0.49 miles (_____ km);

Buried Sheath: 41,900 miles (_____ km);

Underground: _____ miles (_____ km);

Conduit: 56,500 duct ft. (_____ km)

Service Entrances 2.19 miles (_____ km);

Number of Service Entrances: 83

Aerial ; Buried 83.

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 85* 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 Conference set for 10:00AM on September 18, 2014

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)

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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 11:00 o'clock AM. Eastern, September 25, 2014, 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 41.90 (_____ km)

Construction Corridor

New Miles _____ (_____ km)

Existing Miles 41.90 (_____ 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 6.76 (_____ 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 2.19 (_____ km)

Buried Service Entrances - Number 83 _____

- Route Miles 2.19 (_____ 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 Conference is scheduled at the following location W. Metts Engineering Co., Inc. 121 Bridge St. Branchville, SC 29432,
9/18/14 commencing at 10:00 O'Clock, AM, 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 50.37 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)

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. *KNOW ALL MEN that we,* _____

_____ *as Principal, and*

as Surety, are held and firmly bound unto _____
_____ *(hereafter called the "Owner")*
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed _____ *dollars (\$ _____), as*
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;

2. *WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*
project known as _____.

3. *NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the*
Principal, and
a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt
payment of labor and material furnished for the project as may be specified in the bid, or
b. in the event of the failure of the Principal to execute such contract documents, if any, and give such
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void,
otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective
corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principle (Seal)

ATTEST: By _____

Secretary _____
Title

Surety (Seal)

ATTEST: By _____

Secretary _____
Title

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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

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INTERIM FINANCING

If this project is financed in part by the Rural Telephone Bank, an agency of the United States of America, the references in the contract documents to "the United States of America and the Government" shall mean the "Rural Telephone Bank", as well, and the references to the "Administrator" shall mean the "Governor" of the Rural Telephone Bank as well. If the project is financed wholly by the Rural Telephone Bank, the reference to "the United States of America" and the "Government" shall mean the Rural Telephone Bank and the references to the "Administrator" shall mean the "Governor" of the Rural Telephone Bank. References to RUS loans or loan contracts shall include RUS guarantees of loans by others.

The Owner, notwithstanding the references in the contract documents to the RUS or Rural Telephone Bank financing of the work herein provided for, plans to use funds other than RUS or Rural Telephone Bank loan funds initially and expects to be reimbursed subsequently with RUS or Rural Telephone Bank loan funds in whole or in part. It is understood that:

1. An RUS, RTB, and/or FFB loan for this work ____ has ____ has not (owner to check one) been made and has not been released.
2. Arrangements have been made for other funds so that invoices may be paid promptly in accordance with the contract provisions.
3. Approval of the contract by RUS or the Rural Telephone Bank shall not be construed as a commitment to make a loan for this purpose.

Date

Owner

By _____
President

Date

Contractor

By _____

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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

CONTRACTOR'S PROPOSAL
(Proposal Shall be Submitted in Ink or Typewritten)

To: ORANGEBURG COUNTY

(hereinafter called the "Owner").

1(a) The undersigned (hereinafter called the "Bidder") hereby proposes to construct the rural telecommunications project Phase 7 Fiber to the Premises Project in strict accordance with the Plans, Specifications, and Construction Sheets and Special Drawings therefore, indicated below, and by this reference made a part hereof, and to furnish all materials, machinery, tools, equipment, labor, transportation and other means necessary therefore, for the prices hereinafter stated.

The Engineer will check the applicable Specification Packet(s) which become(s) a part of the Contract by this reference:

RUS Form 515a - Specifications and Drawings for Construction of Direct Buried Plant (RUS Bulletin 1753F-150).

Dated: September 2001

RUS Form 515b - Specifications and Drawings for Construction of Underground Plant (RUS Bulletin 1753F-151).

Dated: September 2001

RUS Form 515c - Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152).

Dated: September 2001

RUS Form 515d - Specifications and Drawings for Service Installations at Customer Access Locations (RUS Bulletin 1753F-153).

Dated: September 2001

The following Standards are applicable: (Engineer to insert date)

RUS Bulletin 1753F-401 (PC-2) Dated: 2/27/95
RUS Bulletin 1753F-201 (PC-4) Dated: 6/2/97
RUS Bulletin 1753F-801 (PC-5A) Dated: 9/17/01
Pre-Bid Notes to are included in this contract by reference.

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Section XZ - REUSABLE MATERIALS REMOVAL UNITS (continued)

VALUE AND DISPOSITION OF UNITS TO BE REMOVED

| Assembly Unit Designation | Assembly Unit Material Value | Charges to Contractor | | No. of Assembly Units to Be Reused | Credit To Contractor For Material Turned In | |
|---------------------------------|---------------------------------------|-----------------------------|-------------------|---|--|-------------------|
| | | No. of Assembly Units | Extended Value | | No. of Assembly Units | Extended Value |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

Note: Columns 1 through 7 should be filled in by Engineer.

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LIST OF SPECIAL ASSEMBLY UNIT DRAWINGS AND SPECIAL GUIDE DRAWINGS

(NOTE: Engineer will indicate by listing below the special assembly unit drawings and special guide drawings which have been prepared. These drawings are considered to be a part of this Contract.)

LIST OF CHANGES, ADDITIONS, AND DELETIONS

The Bidder understands that the following changes, additions, or deletions have been made in the Contractor's Proposal, Description of Assembly Units, Engineering Details, Material and Installation Specifications, List of Construction Sheets, Assembly Unit Drawings and Guide Drawings, of the standard RUS Form 515 and the applicable Specification Packet(s) are considered to be part of this contract referred to hereof:

Continued on Page 93A

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LIST OF KEY AND DETAIL MAPS

| Map Number | Description |
|------------|-------------|
| | |

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LIST OF CABLE PLANT LAYOUT MAPS

| Map Number | Description |
|------------|--------------------------|
| 1 of 1 | MIDDLE MILE FTTP KEY MAP |

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LIST OF CONSTRUCTION SHEETS

| Map Number | Description |
|------------|--------------------------------------|
| 1-444 | Staking Sheets Phase 7 Fiber Project |
| | |

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LIST OF SPECIAL ARRANGEMENT UNITS

| Map Number | Description |
|------------|-------------|
| | |

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PROPOSAL SUMMARY

| | |
|-----------------------|------------|
| Section A | <u>N/A</u> |
| Section BA | |
| Section BD | <u>N/A</u> |
| Section BDO | |
| Section BDS | <u>N/A</u> |
| Section BFC | <u>N/A</u> |
| Section BFO | |
| Section BH | |
| Section BM | |
| Section CFO | <u>N/A</u> |
| Section CO | |
| Section CW | <u>N/A</u> |
| Section HA | <u>N/A</u> |
| Section HBF | <u>N/A</u> |
| Section HC | <u>N/A</u> |
| Section HO | <u>N/A</u> |
| Section HR | <u>N/A</u> |
| Section HU | <u>N/A</u> |
| Section NID | <u>N/A</u> |
| Section PE | |
| Section PF | |
| Section PM | |
| Section R | |

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PROPOSAL SUMMARY
(continued)

| | |
|----------------------|------------|
| Section SE | |
| Section UD | <u>N/A</u> |
| Section UF | <u>N/A</u> |
| Section UH | <u>N/A</u> |
| Section UM | <u>N/A</u> |
| Section UO | <u>N/A</u> |
| Section W | <u>N/A</u> |
| Section XX | <u>N/A</u> |
| Section XZ | <u>N/A</u> |

Total _____

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2. The Bidder agrees to furnish and use in the construction of the Project under this Proposal, in the event the Contract is awarded to the Bidder, only such materials and equipment as are included in RUS Informational Publication (IP) 344-2, "List of Materials Acceptable for Use on Telecommunications Systems of RUS Borrowers," including revisions adopted prior to the Bid Opening, unless specific written approval has been granted by the Administrator of the Rural Utilities Service (hereinafter called the "Administrator").

3. The Bidder understands and agrees that the various Assembly Units on which bids are made in this Proposal are as set out in the "Description of Assembly Units" of the Specifications, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Assembly Units that the Owner, with the approval of the Administrator, may deem necessary for the construction of the Project.

4. The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, Descriptions of Assembly Units, Construction Sheets, and forms of Construction Agreement and Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect work on the proposed construction.

5. The Bidder understands that the location shown on Construction Sheets for existing telecommunications plant and other utilities is approximate, and that the restrictions on cable placement shown on the Construction Sheets may be altered in accordance with Article V, Section A.1.3, as existing underground facilities are located by the Bidder during construction.

6. The Bidder agrees, in connection with pole and stub pole units, as follows:

- (a) To furnish poles and stub pole units, in accordance with specifications, standards and requirements of the Administrator.
- (b) That the prices for poles set forth herein include the cost of preservative treatment and inspection or insured warranty.

- (c) To obtain from the Supplier copies of the inspection and treatment reports or insured warranties and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and/or final payments.

7. The Bidder agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner for prices arrived at as follows:

- (a) For manhole units, or underground conduit units, the compensation for such change shall be as agreed upon, in writing, by the Bidder and the Owner and approved by the Administrator prior to the commencement of work in connection with such change.
- (b) For all other units, the compensation for such change shall be the reasonable cost thereof, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)

Where changes involve plant that is abandoned in place and is not inventoried, or where additional compensation is due as per the above, a Construction Change Order (RUS Form 216) shall be prepared and included with the Closeout Documents.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

8. The Bidder also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

The cost of materials shall be determined by the invoices.

The cost of labor shall be the reasonable cost thereof but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio: Provided, however, that in respect of section BM, the ratio shall be calculated

for only those units of the section which are similar to the new unit for which a price is to be determined.

9. This Proposal is made pursuant to the provisions of the Instructions to Bidders attached hereto and the Bidder agrees to the terms and conditions thereof.

10. The Bidder shall comply with all applicable construction codes.

(a) The Bidder warrants that it possesses

Contractor's License No. _____ issued to it by the State of _____ in which the Project(s) is located and said license expires on _____, 20____.

(b) The Bidder warrants that no license is required in the state in which the Project(s) is located.

(Bidder shall cross out that subsection that does not apply)

11. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

12. The Bidder agrees that in the event this Proposal is accepted it will execute a Contract in the form on file with the Owner and that if awarded the Contract, it will make available for use in connection with the proposed construction:

- a. All necessary tools and equipment.
- b. Qualified superintendent and foreman.

13. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this proposal is accepted it will furnish a Contractor's Bond in one of the forms (RUS Form 168b or 168c) attached hereto and in a penal sum not less than the Contract price, which is the sum of all labor and materials including owner-furnished materials installed in the Project, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the surety or sureties on the Contractor's Bond delivered to the Owner contemporaneously with the execution of the Contract or any bond or bonds delivered in substitution therefore, or in addition thereto, shall, at any time, become unsatisfactory to the Owner or the

Administrator, the Bidder agrees to deliver to the Owner another or an additional bond.

14. The Bidder agrees to commence the construction of the Project, on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice, in writing, of approval of the Construction Contract by the Administrator and notice in writing from the Bidder that the Bidder has available sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than 30 calendar days after the date of approval of the Construction Contract by the Administrator.

The Bidder agrees to strive diligently to obtain materials to commence and maintain construction of the Project and agrees to prosecute diligently and to complete construction of the Project in strict accordance with the Plans, Specifications, Construction Sheets and Special Drawings

within thirty (30) calendar days (excluding Saturdays, Sundays, and legal holidays) after the Commencement Date. Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors or install underground conduit if there are more than 6 in. (15.2 cm) of frost in the ground nor to perform any construction on such days when in the judgment of the Engineer, snow, rain, or wind or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not perform any plowing for the installation of buried cable on public roads or highways if there are more than 2 in. (5.08 cm) of frost in the ground.

To the extent of any time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in Article II, Section 1(a) of the Construction Agreement.

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 a 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 and to furnish to the appropriate taxing

authorities all required information and reports pertaining thereto.

16. The Bidder understands and agrees that the quantities called for in this proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory based on the Construction Sheets, both of which shall be subject to approval by the Administrator.

If the Owner changes the quantity of any Assembly Unit or Assembly Units specified in this Proposal by more than five (5) percent, and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such five (5) percent, shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of the Construction Contract.

17. The Bidder understands and agrees that approximately 6.27 miles (km) of proposed pole lines in the Project will be constructed along the same right-of-way as that occupied by existing telecommunications lines of the Owner. The Bidder will perform the work in such manner as not to cause interruption of service on such existing lines during the construction of the proposed lines of the Project occupying the same right-of-way. To accomplish this, the Bidder may "lean" or alter the position of the existing poles and make other temporary adjustment to line or service wires required so as to permit construction of the Project to proceed without interrupting service on the existing lines. The Bidder understands and agrees that the compensation for such temporary work is included in the unit price for Assembly Units in this Contractor's Proposal required for the construction of Project lines occupying the same right-of-way as existing telecommunications lines of the Owner and that Rearrangement (W) Units will not be applicable to such temporary work.

18. The Bidder understands and agrees that approximately 41.90 miles (km) of proposed buried cable will be constructed along the same right-of-way and adjacent to existing buried telecommunications facilities of the Owner. The sizes and general locations of existing buried telecommunications facilities are shown on the Construction Sheets. It will be the Bidder's responsibility to perform the work in such a manner as not to cause interruption of service

on existing buried facilities during the construction of the proposed buried cable. To accomplish this, the Bidder will furnish and operate any cable locating equipment necessary to establish the actual location of existing buried facilities. The bidder will be responsible for maintaining shield continuity and proper grounding of existing cables in the time frame between housing installation and splicing operations.

19. The Bidder will furnish, prior to the commencement of buried plant construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.

20. The Bidder will not perform any work hereunder on Saturdays, Sundays, and legal holidays unless there is urgent need for such work and the Owner consents thereto in writing. The time for completion specified in Paragraph 14 hereof shall not be affected in any way by inclusion of consent to work on the days specified above.

21. The Bidder represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

22. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder

certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

23. The Bidder represents that to the extent required by Executive Order 12549, Debarment and Suspension, and 7 CFR Part 3017, it has submitted to the Owner a duly executed Certification in the form prescribed in 7 CFR Part 3017. The Bidder shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

| | |
|-------------|------------------------------|
| Attest: | By _____ (Signature) |
| _____ | _____ |
| (Secretary) | (Name - Type or Print) |
| _____ | _____ |
| (Date) | (Title) |
| | _____ |
| | (Name and Address of Bidder) |

(The Proposal must be signed with the full name of the Bidder. In the case of a partnership, the Proposal must be signed in the firm name by each partner. In the case of a corporation the Proposal must be signed in the corporate name by a duly authorized officer and the Corporate seal affixed and attested by the Secretary of the Corporation.)

Addendum Acknowledgement

Request for Proposal FY15-0925 – Phase 7-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 FY15-0925– Phase 7 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

Code and Articles Acknowledgement

RFP No. FY15-0925 Phase 7 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

BIDDER'S QUALIFICATIONS

To be submitted in accordance with the provisions set forth in "Notice and Instructions to Bidders" contained in the bidding documents for the project.

The undersigned Bidder makes the following representations relating to its proposal to _____

for (Business name, address and Rural Utilities Service designation)

1. The Bidder maintains a permanent place of business at

_____, _____, _____

2. The Bidder possesses adequate financial resources as indicated by the following abbreviated statement:

Financial condition at close of business _____ 20 ____

ASSETS:

| | |
|---|----------|
| (a) Cash in bank and on hand _____ | \$ _____ |
| (b) Receivable -- notes, open accounts and interest _____ | _____ |
| (c) Stock and bonds _____ | _____ |
| (d) Real estate, furniture and fixtures, materials _____ | _____ |
| (e) Equipment _____ | _____ |
| (f) Other assets (name) _____ | _____ |
| TOTAL ASSETS | \$ _____ |

LIABILITIES:

| | |
|--|----------|
| (a) Payable--notes, open accounts and interest _____ | \$ _____ |
| (b) Real estate encumbrances _____ | _____ |
| (c) Other encumbrances (name) _____ | _____ |
| (d) Reserves _____ | _____ |
| (e) Capital stock paid up (all classes) _____ | _____ |
| (f) Surplus--net worth _____ | _____ |
| TOTAL LIABILITIES | \$ _____ |

In addition to the foregoing, a complete and detailed financial statement will be furnished if required.

3. The following judgments are outstanding against the Bidder:

| | <i>Judgement Creditors</i> | <i>Where Docketed and Date</i> | <i>Amount</i> |
|-----|----------------------------|--------------------------------|---------------|
| (a) | _____ | - - | \$ _____ |
| (b) | _____ | - - | _____ |
| | TOTAL JUDGMENTS | | _____ |

4. In the event the contract is awarded to the Bidder, a surety bond in a penal sum not less than the maximum Contract price will be furnished by:

(Surety Company)

Date _____ (Signed) _____

Representative of Surety Company

5. The Bidder will make available for use in connection with the proposed construction the following construction plant and equipment:

6. The Bidder has had the following experience on other similar work:

7. If awarded the contract for the construction of the Project, the Bidder will employ the construction superintendents and supervisors listed hereunder for work throughout the course of the construction of the Project.

Attached hereto are signed statements of the qualifications of said superintendents and supervisors, including specific experience in supervision of construction of the type of facilities included in the plans and specifications.

8. The Bidder now has the following bonded jobs under contract:

_____ \$ _____
_____ _____
_____ _____

9. The Bidder possesses Contractor's License No. _____ for the State of _____ in which the Project is located, and said license expires on _____, 20____.

10. The Bidder hereby represents and warrants that all statements set forth herein are true and correct. (If the Bidder is a partnership, the partnership name must be signed, followed by the signature of at least one of the partners. If the bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer and the corporate seal affixed. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted.)

(OFFICIAL SEAL}

Name of Bidder

Date Signature Title

Date Signature Title

BIDDERS QUALIFICATIONS FOR BURIED PLANT CONSTRUCTION

INSTRUCTIONS - To be submitted in accordance with the provisions set forth in "Notice and Instructions to Bidders" contained in the bidding documents for the project.

The undersigned Bidder makes the following representations relative to its proposal to _____

for the construction of Rural Utilities Service Project designated _____

The word "it", used herein by way of reference to the undersigned, shall be deemed to mean "he" if the Bidder is an individual and "they" if the Bidder is a partnership.

1. It maintains a permanent place of business at

_____ , _____

2. It has completed telephone construction contract(s) for _____ or more RUS Borrower(s). List RUS Borrower(s), if the construction included buried plant of the type contemplated in the project.

NAME OF BORROWER

APPROXIMATE NUMBER OF MILES

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. if awarded the Construction Contract it will: (Check one)

- Perform all construction with it's own forces.
- Employ the following subcontractor(s) listed below along with a brief explanation of the construction activities the subcontractor(s) will perform such as plowing, trenching, or installation of pedestals, terminals, service wire, telephone instruments, poles, etc:

NAME AND ADDRESS OF SUBCONTRACTOR

CONSTRUCTION ACTIVITY

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Buried plant construction experience of the Bidder and its subcontractors listed above includes the following:

| COMPANY FOR WHICH WORK WAS DONE | LOCATION OF WORK | APPROX. MILEAGE | OFFICIAL CONFIRMATION OF WORK DONE | |
|---------------------------------|------------------|-----------------|------------------------------------|----------|
| | | | NAME AND ADDRESS OF OFFICIAL | TEL. NO- |
| | | | | () - |
| | | | | () - |
| | | | | () - |
| | | | | () - |
| | | | | () - |

5. The plow proposed to be used on the Project to perform the buried plant construction is described in the following information about the design and capabilities of the plow and the work the Bidder or subcontractor has done with the plow.

6. It will make available the following other equipment for use in plowing, trenching and other operations related to buried plant.

7. It either owns the plow, and other equipment described in Item 6, or has arranged for equipment as follows: *(List equipment and whether to be bought or leased.)*

8. If awarded the Construction Contract the name of the construction superintendent it will place in overall charge of the proposed construction is _____

Attached hereto is a signed statement of his experience in telephone construction and in supervision of construction of the type proposed.

The names of foremen and other key personnel and brief summaries of their experience in the particular operation such as plowing in which each one will be in charge, are as follows:

9. Listed below are the names of other RUS Borrowers and their Engineers which have found the qualifications of the Bidder satisfactory for bidding buried plant construction.

OWNER

ENGINEER

10. It now has the following bonded jobs under contract:

_____ \$ _____

11. It possesses contractor's license no _____ for the State of _____ in which the Project is located, and said license expires on _____, 20 _____

12. It hereby represents and warrants that all statements set forth herein are true and correct.

(If the Bidder is a partnership, the partnership must be signed, followed by the signature of at least one of the partners. If the Bidder is a corporation, the corporate name must be signed, followed by the signature of a duly authorized officer. A typewritten copy of all such names and signatures shall be appended. No alterations, erasures, corrections or interlineations will be permitted.)

NAME OF BIDDER

DATE

SIGNATURE

TITLE

DATE

SIGNATURE

TITLE

Certification of Preference(s)

Request for Bid No. FY15-0925 Phase 7 Outside Plant Fiber 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