

BID NUMBER ADMIN #10-A001

NOTICE

**UPON EXECUTION THIS DOCUMENT, EXCEPTIONS,
SPECIAL TERMS AND CONDITIONS SHALL
CONSTITUTE A BINDING CONTRACT**

**PLEASE READ "GENERAL INSTRUCTION TO BIDDERS",
AND "SPECIAL INSTRUCTION TO BIDDERS" VERY THOROUGHLY.
YOU ARE REQUIRED TO RETURN ALL PAGES OF THIS
BID PROPOSAL.**

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TOWN OF SURFSIDE BEACH

Administration

PURCHASING NOTICE

The Town of Surfside Beach is requesting bids for the purchase and installation of a mini-split heat pump for the Council/Court Chambers. Bids will be submitted subject to conditions and provisions set forth in this bid package and must be received at Town Hall no later than Wednesday, February 10, 2010 at 10:00 a.m., when they will be publicly opened. The unit and services must be furnished as described and specified in the package. **THIS SOLICITATION IS ISSUED PURSUANT TO A UNITED STATES DEPARTMENT OF ENERGY (DOE) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AND FEDERAL PROVISIONS APPLY TO THE AWARDED CONTRACTOR.**

PLEASE ADDRESS MAILED BIDS TO:

**Town of Surfside Beach
Attn: Micki Fellner
115 U. S. Highway 17 North
Surfside Beach, South Carolina 29575**

Also, please show the following BID/QUOTE Number in the lower left hand corner of the envelope.
Thank you.

BID NUMBER ADMIN #10-A001

Signature _____

Title _____

Bid Number ADMIN #10-A001

TOWN OF SURFSIDE BEACH
GENERAL INSTRUCTIONS TO BIDDERS

Unless otherwise stated in Special Instructions to Bidders, the following general instructions will apply.

I. BID OPENING AND AWARD

Bid proposals will be examined promptly after opening, and each Bid will be announced to all participating. It is not a practice to award any bid until the Town Administrator and the interested Department Head have had ample time to review each bid proposal. Award will be made, however, at the earliest possible date. No bid proposal(s) may be withdrawn for a period of thirty (30) days after the bid opening date.

II. TAXES

The Town pays South Carolina Sales Tax. The Town is exempt from Federal Excise Taxes, and will issue exemption certificates as requested. All applicable taxes should be shown as separate line items on the bid form.

III. BASIS OF BID AWARD

Award of bid shall be made to the responsible bidder meeting the specifications consistent with the quality and service needed for effective use. The following criteria will be used in making this determination:

- A. Superior quality and specification adherence;
- B. Completion time;
- C. Guarantees and Warranties;
- D. Company's reputation and financial status;
- E. Past experience and cost, with similar or like equipment of service;
- F. Anticipated future cost;
- G. Performance of Bidder's equipment in hands of other agencies and firms;
- H. American Manufactured/Assembled Goods;
- I. Ability to Adhere to Grant Required Special Provisions;
- J. Cost

IV. GUARANTEE WITH BID

To protect the interest of the Town and because the project is funded by the Energy Efficiency and Conservation Grant, the bidder guarantees that the work performed is according to all SCBC standards and meets all Town of Surfside Beach Codes and Ordinances.

V. BID FORM

Each bidder must submit a bid proposal(s) on the blank forms herein. The bidder shall sign his bid correctly and bid proposal(s) may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind.

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VI. USE OF BRAND NAMES IN THE BID

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders in the general style, type, character and quality of materials desired.

VII. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification MUST be noted in detail, and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

VIII. SPECIFICATION CHANGES AFTER BID AWARD

Any changes in specifications after the Contract has been awarded must be with the written consent of the Temporary Town Administrator; otherwise, the responsibility for such changes shall be with the Contractor, and could result in non-acceptance of the bid by the Town.

IX. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes in specifications whether by the Town or the Contractor, shall be in writing and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding the Bids.

X. NUMBER OF BID COPIES

Unless otherwise stated in the Special Instructions Section of this bid request, submit two (2) copies of bid on forms attached.

XI. BID CHANGES

Bid amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XII. PROJECT LOCATION

Project work shall be performed at the location shown below:

Council/Court Chambers
115 U.S. Highway 17 North
Town of Surfside Beach
Surfside Beach, South Carolina

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XIII. PRE-CONSTRUCTION

In an effort to familiarize them with the project, bidding contractors should visit the location to determine requirements for installation of service.

XIV. CONSTRUCTION TIMES

Unless otherwise stated in the Special Instructions Section of this Bid request, the work process will be allowable during the hours between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays.

XV. CONSTRUCTION DATES

The Construction time as stated in the Bid Proposal is thirty days (30) and shall be the time required to perform the work after the receipt of Notice to Proceed or award of the Contract.

The Bidder certifies that the project will be completed in the time he states, starting at the time the Notice of Award and Proceed is received, and that the time between the bid opening and the completion of the project does not exceed the number of days so stipulated in his Bid Proposal. The right is reserved to reject any Bid in which the project time indicated is considered sufficient to delay the operation for which the work is intended.

XVI. TIE BIDS

In the case of tie bids, the Town reserves the right to make the award based on the factors previously outlined in Paragraph III in what it considers to be in the best interest of the Town.

XVII. INFORMATION

Questions concerning the Bid requirements or specifications should be directed to:

Terry Grady, Facilities Maintenance Supervisor
or Jan Lewis, Emergency Manager (843) 913-6111
115 U. S. Highway 17 North
Surfside Beach, South Carolina 29575

XVIII. BID REJECTION OR PARTIAL ACCEPTANCE

The Town reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and formalities in bids as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the Town.

XIX. ADDITIONAL CHARGES

Bid prices shall include as separate line items all preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid.

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XX. INSPECTION AND ACCEPTANCE

The person(s) named below shall conduct inspection and acceptance:

NAME	TITLE
Terry Grady	Facilities Maintenance Supervisor
Jack O'Quinn	Building Department Inspector

After the completion of the project, a careful inspection will be made by the above named. They will have the absolute authority to accept or reject the project for the Town.

XXI. INVOICE (S), CERTIFICATES OR ORIGIN AND WARRANTIES/GUARANTEES

Invoice(s), Certificates of Origin and Warranties/Guarantees, must be submitted by the 10th of each month.

XXII. PAYMENTS

The Town does not, as a usual course of business, make early or partial payments. The bidder in his bid must make any request for early and/or partial payments prior to the completion of the entire contract or order. Such requests will be given due consideration in the awarding of the bid(s). Bidder should be aware that a 25% final payment will be retained until and upon the final inspection and until and upon receipt of a Full Release of Lien forms from all vendors, suppliers and sub-contractors etc. are received by the Town.

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BID FORM

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this bid invalid on that basis.)

**BID FOR THE PURCHASE
AND INSTALLATION OF
A MINI-SPLIT HEAT PUMP**

SUBMITTED TO: Micki Fellner
Town of Surfside Beach
Surfside Beach, South Carolina

SUBMITTED BY: _____
Bidder's Name

Address

City, State and Zip Code

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders", accepting all of the terms and conditions of the "General AND SPECIAL Provisions", including with limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials and equipment necessary to complete this Contract within the Contract Time indicated in this Bid, in full and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner.
2. **THIS BID WILL REMAIN OPEN FOR:** Thirty- (30) days after the Bid Opening.
3. **IN SUBMITTING THIS BID, BIDDER REPRESENTS THAT:**
 - (a) Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract.
 - (b) This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - (c) That no member of Town Council or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid, nor in the Contract or any part of the Contract, which may be undersigned on the basis of such Bid.

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- (d) **The Price Bid includes the material, labor, sales taxes and any other applicable taxes and fees.**
- (e) **The Contractor shall complete the project within (30) days.**
- (f) **The Contractor shall purchase and maintain such insurance as will protect him and the Town of Surfside Beach and deliver the Certificates of Insurance naming the Town of Surfside Beach from claims set forth below:**
 - (1) **Claims under Workmen's Compensation, Disability Benefit, and other similar employee benefit acts;**
 - (2) **Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;**
 - (3) **Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;**
 - (4) **Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.**
 - (5) **Contractor shall provide the Town of Surfside Beach with a Certificate of Insurance and the permission to contact the Insurance Company for verification.**
 - (6) **Successful Bidder will be required to obtain a Town Business License**
 - (7) **Successful Bidder will be required to permit the project at no charge.**
- (g) **The Successful Bidder shall submit a copy of its Liability Insurance and the W-9 Form.**

The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.

The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed and complete all work within a time frame agreed upon by Owner and Contractor. Bidder agrees to perform all the work described in and shown on the Drawings, for the following costs per unit and submitting one total lump sum.

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Mini-Split Heat Pump with two (2) 9,000 BTUH In-Door Units

TOTAL BID: \$ _____
(In Number)

TOTAL BID: _____
(In Words)

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BIDDER'S AFFIDAVIT

(This Affidavit is Part of the BID)

STATE OF _____

COUNTY OF _____

Being duly sworn, deposes and says that he resides at _____

that he is the _____

(Give Title)

who signed the above Proposal or BID, that he was duly authorized to sign, and that the BID is the true offer of the BIDDER and that all the declarations and statements contained in the BID are true to the best of their knowledge and belief.

(Affiant)

Subscribed and Sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____, 20____.

(SEAL)

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**FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of BID)**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he
is _____ (Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or, BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER by any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and Subscribed Before Me This _____ day of _____, 20 _____.

(Notary Public)

My Commission Expires _____, 20 _____.

(SEAL)

SPECIAL PROVISIONS

DEPARTMENT OF ENERGY GRANT PROVISIONS

General: Because this grant involves stimulus money from the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act), the U.S. Department of Energy (DOE) requires that contracts awarded by the Town of Surfside Beach include Federal requirements pertaining to:

- A. American Iron, Steel and Manufactured Goods in accordance with Section 1605 of the Recovery Act.

NOTE: This is included in this section.

- B. Prevailing wage requirements for any construction solicitation document exceeding \$2,000.

NOTE: The wage determination is included in this section. Contractor must pay at least these wages and submit Certified Payrolls.

- C. Certification Restrictions on Lobbying.

NOTE: The “Anti-Lobbying Form” is included in this section.

- D. Other required Contractual Provisions (included in this section).

- E. Calculating Jobs – Contractor is required to report the number of jobs created as a result of the contract. The report is required to be submitted to the Town of Surfside Beach. Example is included in this section. Report must be submitted in order to receive final payment.

A. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition –

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been –

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including –

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of deliver or availability;

(F) Location of project;

(G) Name and address of the proposed supplier, and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured good material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonable foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use

of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost* (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or Manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition –

Designated country—(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country; Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods – (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good – (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been –

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements –

(i) Section 1605(a) of the American Recover and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that –

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including –

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) or this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and

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could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods in noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers;

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost* (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or Manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site.

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B. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair(including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

DAVIS-BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term “Contractor” shall mean “Recipient” and the term “Subcontractor” shall mean “Subrecipient or Subcontractor” per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a sub award is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition -- “Site of the work” --

(1) Means --

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(i) The primary site of work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is --

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided --

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc. of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions

of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

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(2) Contributions made or costs reasonably anticipated of bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, with regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages – Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the

Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

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General Decision Number: SC080009 07/24/2009 SC9

Superseded General Decision Number: SC20070009

State: South Carolina

Construction Type: Building

County: Horry County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008
2	07/24/2009

* SUSC1990-004 02/08/1990

	Rates	Fringes
Boilermaker.....	\$ 12.90	2.615
Bricklayer.....	\$ 7.25	
Carpenter.....	\$ 7.25	
Cement mason.....	\$ 7.25	
Electrician.....	\$ 7.25	
Glazier.....	\$ 7.25	
Insulator/asbestos worker.....	\$ 11.00	1.17
Ironworkers:		
_Ornamental, reinforcing & structural.....	\$ 7.25	
Laborer, general.....	\$ 7.25	
Painter, brush.....	\$ 7.25	
Power equipment operators:		
_Backhoe.....	\$ 7.25	

_Crane, derrick & dragline..\$ 7.25
 _Front end loader.....\$ 7.25
 _Motor grader.....\$ 7.25
 _Pan - scraper.....\$ 7.25
 _Roller.....\$ 7.25

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Roofer.....\$ 7.25
 Sheet metal worker.....\$ 7.25
 Soft floor layer.....\$ 7.25
 Sprinkler fitter.....\$ 11.75 2.43
 Tile setter.....\$ 7.25
 Truck driver.....\$ 7.25
 HVAC Mechanic/Duct & Pipe.....\$ 7.25
 Plumber and steamfitter.....\$ 7.25

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

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contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

C. Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf
(name and title of bidder's official)

of _____ that:
(name of bidder)

- (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 sub awards at all tiers (including subcontracts, sub grants, 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 is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Executed this _____ day of _____, _____.

By _____
(Signature of authorized official)

(Title of authorized official)

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D. OTHER REQUIRED CONTRACTUAL PROVISIONS

General: The following EEOC, federal and state laws are required to be included in government solicitation documents and contracts awarded in the State of South Carolina.

- a. Title VI, Title VII, and Title VII of the Civil Rights Act of 1964 as amended;
- b. Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. The Americans with Disabilities Act of 1990, as amended;
- e. Age Discrimination in Employment Act of 1975;
- f. Executive Order 11063, and Executive Order 112466 as amended by Executive Orders 11375, 11478, 12107, and 12086;
- g. Equal Pay Act of 1963, as amended;
- h. Fair Labor Standards Act of 1938, as amended;
- i. Immigration Reform and Control Act of 1986, as amended;
- j. South Carolina Wages Act, S.C. Code § 37-10-10, *et.seq.*, as amended;
- k. South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14 & 29, Title 8, and Chapter 8, Title 41, S.C. code of Laws, as amended; and
- l. Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act of 2008; financial and Identity Theft Protection Act.

E. Calculating Jobs – Example

Formula

$$\frac{\text{Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter}}{\text{Quarterly Hours in a Full-Time Schedule}} = \text{NUMBER OF JOBS}$$

Step 1:

Calculate Quarterly Hours in a Full-Time Schedule
(the same denominator should be used for all subsequent quarters)

40 hours in a full-time work week * 52 weeks per year = 2080 hours per year

2080 / 4 quarters per year = 520 quarterly hours

Note: For industries with a different standard work week, use the above formula to calculate the hours per quarter.

Step 2:

Calculate the FTEs Created or Retained for the Quarter

Collect the total number of hours worked and funded within the quarter. For this example, assume the hours worked in the quarter were _____

Employee	Hours Worked
Employee 1	520
Employee 2	260
Total	780

Calculation: $780 / 520 = 1.5$ Jobs

Step 3:

Recipients with cost share or cooperative agreements should report based only on the DOE share.

SPECIFICATIONS

Contractor will mount inside and outside units

All piping and wiring on outside of building must be aesthetically concealed

Unit shall be tested and operational before payment approval will be given.

Contractor must have all state and Town licenses

Outside Unit:

Cooling 24,200 BTU

Heating 27,600 BTU

HSPF 10

SEER 17

Voltage/Phase 208-230/1

Refrigerant R410A

Two (2) Inside Units:

Cooling 9,000 BTU

FEATURES

Six (6) Year Compressor Warranty

Two (2) Year Parts Warranty

4-Way Auto Louver

Auto/Quiet/Dry Mode

Plasma Filter

Digital Wireless Remote Control

24 Hour Timer

Automatic Restart/Reset

GS-1

Bid Number ADMIN #10-A001

VENDOR LIST

Carolina Cooling
1294 Surfside Industrial Park
Surfside Beach, S. C. 29575

Myrtle Beach Heating & Cooling
677 Robert Grissom Parkway
Myrtle Beach, S. C. 29577

Thomas Heating & Cooling
1609 Executive Avenue
Myrtle Beach, S. C. 29577

Energy Mizer Heating & Cooling

Garden City, S. C. 29576

SCBO Web

Surfside Beach Town Website
www.surfsidebeach.org