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JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
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Contract Controversy Dismissal

Matter of: Sheehan Enterprise, LLC

File No.: 2024-149

Posting Date: April 18, 2025

Contracting Entity: South Carolina Department of Transportation

Solicitation Nos.: 5400023421 & 5400023422

Description: Greenville County Interstate Mowing and Greenville County Primary and Secondary Mowing

DIGEST

The Chief Procurement Officer dismisses contract controversies where the contracts in question were not subject to the Consolidated Procurement Code.

AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of contract controversies filed by Sheehan Enterprise, LLC (Sheehan). Sheehan's request for resolution of contract controversies on two mowing contracts is attached as Exhibit A.

BACKGROUND

On June 20, 2024, Sheehan filed with the CPO a request for resolution of contract controversies on two mowing contracts with the Department of Transportation (DOT). The first is Contract 4400029258 awarded per Solicitation No. 5400023421. [Exhibit B] This contract was for Interstate mowing in Greenville county including "guardrail mowing, ditch mowing, bridge vegetation mowing and Outdoor Advertising (ODA) mowing along the interstate." [Id. p. 5] The solicitation stated, "This solicitation is exempt pursuant to 11-35-710(1)."¹ [Id. p. 5] The Second contract is contract 4400029280 awarded per Solicitation No. 5400023422. [Exhibit C] This contract was

¹ The correct reference is Section 11-35-710(A)(1). Prior to 2019 Act 41, DOT's reference would have been correct.

for primary and secondary road mowing in Greenville county. [Id. p. 5] This solicitation also stated, “This solicitation is exempt pursuant to 11-35-710(1).” [Id. p. 5]

DISCUSSION

Section 11-35-710(A)(1) of the South Carolina Consolidated Procurement Code states:

Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. **The following exemptions are granted from this chapter:**

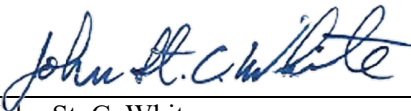
(1) the construction, **maintenance**, and repair of bridges, **highways, and roads**; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety.

[emphasis supplied]

DOT and the Division of Procurement Services have long agreed that mowing within the Interstate, highway, and road rights-of-way owned by DOT is highway and road maintenance exempt from the entirety of the Procurement Code per Section 11-35-710(A)(1). Therefore, these contracts are not subject to the dispute resolution provisions of Section 11-35-4230 and the CPO has no jurisdiction over the matter. *See Appeal by Coast Enterprises*, Case No. 2019-4.

DECISION

Based on the foregoing, the CPO dismisses Sheehan’s contract controversy.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Contract Controversy Appeal Notice (Revised July 2024)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2020 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

John E. Schmidt, III
803.348.2984
John@SchmidtCopeland.com



Melissa J. Copeland
803.309.4686
Missy@SchmidtCopeland.com

June 20, 2024

BY ELECTRONIC DELIVERY (protest-mmo@mmo.state.sc.us)

Chief Procurement Officer
John St. C. White, P.E., J.D. (jswhite@mmo.sc.gov)
Materials Management Officer
Division of Procurement Services
1201 Main Street, Suite 600
Columbia, South Carolina 29201

**Re: Request for Resolution of Contract Controversy – Sheehan Enterprises, LLC
v. SCDOT**

Dear Chief Procurement Officer:

This firm represents Sheehan Enterprises, LLC (“Sheehan”). We submit this Request for Resolution of Contract Controversy on behalf of Sheehan to you as Chief Procurement Officer pursuant to S.C. Code Ann. § 11-35-4230.

Request for Resolution of Contract Controversies

Pursuant to *S.C. Code § 11-35-4230*, Sheehan hereby gives notice of and asserts its request for resolution of contract controversies on the part of Sheehan as against South Carolina Department of Transportation (“SCDOT”) under Sheehan’s contracts for Greenville County Interstate Mowing and Greenville County Primary and Secondary Mowing awarded to Sheehan under Solicitation No. 5400023421 (Interstate) and Solicitation No. 5400023422 (Primary and Secondary) for the years 2022 and 2023, and the associated purchase orders issued to Sheehan (collectively, “Contracts”). The Contracts’ start dates were each June 20, 2022, with end dates March 1, 2024. Sheehan’s contract for Greenville primary and secondary mowing under contract 4400029280 was wrongfully terminated by SCDOT in August, 2023. While SCDOT now asserts this was “by agreement” it was not. Sheehan was informed by SCDOT that the contract would be terminated, and SCDOT also coerced and threatened Sheehan and others with various unwarranted and severe consequences if it objected to or complained about that termination, which hinged on the SCDOT’s wrongful conduct set forth below. Sheehan’s other contract and purchase order, for Greenville Interstate mowing, continued to its March 1, 2024 expiration, with SCDOT wrongfully demanding the excess performance described herein without added compensation for the added work

throughout, thereby damaging Sheehan. By this notice and claim, Sheehan requests resolution of these contract controversies by the Chief Procurement Officer under these Contracts.

Specific Nature of the Controversies and the Specific Relief Requested

A. Specific Nature of the Controversies

These Contracts are contracts for mowing acreage on defined South Carolina roads and interstates in Greenville County. The Solicitations sought bids based on unit prices for acreage set forth in the Solicitations. “Units” in the Solicitation are set forth as “acres” for “Routine Mowing,” “Ditch,” “Bridge”, and “ODA” mowing, and as “linear feet” for “Rail Mowing.” See *IFB at 35-38* (Interstate) and *IFB 34-40* (Primary and Secondary). Prices bid by vendors were for the stated quantities of such acreage/linear feet as set forth in the bid schedule for each bid. SCDOT populated the numbers for acreage and linear feet covered by the Contracts in the bid schedule.

Sheehan will show that SCDOT either intentionally or negligently misrepresented the acreage and linear feet in the bids and Contracts, and then wrongfully refused to correct them when the discrepancies were pointed out by Sheehan. Moreover, SCDOT failed and refused to employ and follow its own defined process for resolution of these disputed quantities (which defined process, incidentally, does not conform to law under *S.C. Code § 11-35-4230*, which is by law the “exclusive” means for resolution of contract disputes or controversies) when its engineers were informed of the discrepancies, which were significant. Sheehan believes that these overages amount to understatement of the actual acreage and linear feet by more than 26% over what was represented in the relevant solicitations.

The fact that the acreage and linear feet set forth in the Contracts at issue were in fact materially wrong and *significantly* understated by SCDOT in its invitation for bids and Contracts documents is proven by SCDOT’s own subsequent IFB issued October 6, 2023 covering the areas in question. This data shows conclusively the significant amount of excess acreage and linear feet. SCDOT had a fundamental obligation to promptly correct such acreage and linear feet in the Contracts when Sheehan pointed it out. SCDOT was obligated to afford Sheehan appropriate consideration in view of the excess performance, over and above the cost or value thereof. SCDOT’s refusal and failure to correct these items was a material breach of the Contracts and was a breach of SCDOT’s statutory duty of good faith.

Further, SCDOT breached the Contracts by failing and refusing to correct these misrepresentations in the Contracts when they were called out and exposed by Sheehan, and by SCDOT’s failing and refusing to employ and follow the process to resolve discrepancies, and further, by instead carrying out an unlawful and oppressive scheme to penalize Sheehan (and others) and to undermine the business of Sheehan and others. SCDOT interfered with Sheehan’s lawful prospective contracts as retribution for Sheehan pointing out the acreage discrepancies, and the falsehoods and misstatements of SCDOT.

SCDOT improperly demanded performance by Sheehan far in excess of that required by the Contracts for the actual acreage, then penalized Sheehan and claimed to hold Sheehan in “breach” for performance “deficiencies” that were caused by SCDOT’s very misrepresentations of the acreage and linear foot quantities under the Contracts. SCDOT also improperly employed strongarm tactics and threats as against Sheehan to try to force Sheehan to accept SCDOT’s wrongful conduct without complaint. SCDOT wrongly asserted that Sheehan’s Contracts would be terminated and that Sheehan would be determined to be a non-responsible bidder for future jobs. SCDOT even threatened that another, separate business, owned by Katherine Sheehan, would also be held non-responsible, unless Sheehan acceded to SCDOT’s unreasonable, improper and unlawful demands.

As a result of this misconduct on the part of SCDOT, SCDOT improperly terminated Sheehan’s Contracts, assessed improper penalties against Sheehan, caused Sheehan to incur excessive costs for the cutting of excess acreage and linear feet, and even refused to award to Sheehan, and the separate business of Katherine Sheehan, State contracts for which they were the low bidder, on the premise that they were “not responsible.” The notice of termination to Sheehan contains no specifics whatsoever of the factual reasons for termination.

When Sheehan ultimately engaged counsel to assist it in this matter, Sheehan’s counsel sent a letter to SCDOT asking them to reconsider. In response, SCDOT sent Sheehan’s counsel a reply that was rife with inaccuracies and incorrect statements. SCDOT’s response then attempted to add further “issues” to belatedly attempt to support SCDOT’s improper actions and termination of the Contracts. But all of those assertions are in fact false and erroneous and any issues were caused by SCDOT’s own misconduct.

SCDOT’s response letter stated: “Based on the above facts, SCDOT does not believe that pre-litigation mediation is necessary as we did not see any discrepancies between the 2022 Solicitations and 2024 Solicitation.” This assertion is plainly false, as Sheehan will show. SCDOT then went on to assert further improper threats against Sheehan and others.

By its acts and omissions, to be proven by Sheehan at a hearing held by the CPO, SCDOT breached the Contracts prior to any alleged breach on the part of Sheehan; further, SCDOT has committed breach of contract, fraud, misrepresentation, negligent misrepresentation, tortious interference with contractual rights, tortious interference with prospective contractual rights, and violations of SCDOT’s duties of good faith and fair dealing imposed on it by law, all of which has caused direct and significant harm to Sheehan, as well as other damages, costs and losses for which Sheehan now seeks recovery. SCDOT is liable for all of these damages, costs and losses, as well as for exemplary and punitive damages to be awarded by the CPO due to the extreme conduct of SCDOT. SCDOT is also liable to Sheehan in *quantum meruit* for the value of the excess services conferred on SCDOT as a result of the above.

B. Specific Relief Requested

Sheehan requests that the CPO initiate proceedings for the resolution of this contract controversy; that the CPO permit Sheehan an opportunity for discovery regarding the issues herein; that the CPO hold a hearing on the issues, at which Sheehan may prove its claims herein and as more fully developed during the course of this contract controversy. Sheehan asks that it be awarded damages for these tortious acts and for the breach of its Contracts by SCDOT, for all lost profits under such Contracts, for the costs and expenses and lost profits of Sheehan's performance beyond the acreage set forth in the Solicitations, for the costs and out of pocket expenses incurred by Sheehan due to the wrongful actions of SCDOT as set forth herein and as proven in the hearing on this matter, for actual damages, estimated to be in excess of \$ 808,000.00, as well as exemplary and punitive damages as against SCDOT for its misrepresentations and for all incidental and consequential damages flowing from SCDOT's wrongful conduct and breach, as well as *quantum meruit* remedies. Sheehan reserves its right to amend this claim to include all other and further breach, misconduct and wrongdoing on the part of SCDOT and for all damages suffered, in an amount to be proven, which is estimated to be in excess of \$808,000.00, and all further remedies permitted by law. Sheehan requests all remedies provided and available to it under law.

Please don't hesitate to contact me with any questions about this matter.


Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Schmidt, III". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

John E. Schmidt, III

Cc: Manton Grier, Esquire, mgrier@ogc.sc.gov

Exhibit B

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Invitation For Bid EXEMPT</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Solicitation:</td> <td>5400023421</td> </tr> <tr> <td style="padding: 2px;">Date Issued:</td> <td>05/13/2022</td> </tr> <tr> <td style="padding: 2px;">Procurement Officer:</td> <td>Laura Bagwell</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td>803-737-1013</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td>bagwelllb@scdot.org</td> </tr> <tr> <td style="padding: 2px;">Mailing Address:</td> <td>SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191</td> </tr> </table>	Solicitation:	5400023421	Date Issued:	05/13/2022	Procurement Officer:	Laura Bagwell	Phone:	803-737-1013	E-Mail Address:	bagwelllb@scdot.org	Mailing Address:	SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191
Solicitation:	5400023421													
Date Issued:	05/13/2022													
Procurement Officer:	Laura Bagwell													
Phone:	803-737-1013													
E-Mail Address:	bagwelllb@scdot.org													
Mailing Address:	SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191													

DESCRIPTION: ***INTERSTATE MOWING 2022-2023 - GREENVILLE**

USING GOVERNMENTAL UNIT: **SC Department of Transportation**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **05/26/2022 @ 2:30P.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/20/2022 @ 2:30 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE**

CONFERENCE TYPE: **Pre-Bid**
DATE & TIME: **05/19/2022 @ 11:00 A.M.**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: This Pre-bid conference will take place via teleconference only. Dial-in: 1-800-753-1965 Access code: 7236783. Please register with the Procurement Officer by 5:00 PM, May 18, 2022.

AWARD & AMENDMENTS

Award will be posted on **06/07/2022**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	<small>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</small>
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <https://procurement.sc.gov/osp/preferences>. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] *****PREFERENCES DO NOT APPLY*****

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

*****PREFERENCES DO NOT APPLY*****

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

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I. SCOPE OF SOLICITATION

The South Carolina Department of Transportation (SCDOT) is soliciting bids for Interstate Mowing in Greenville County. Mowing activities will be along Interstate, to include guardrail mowing, ditch mowing, bridge vegetation mowing and Outdoor Advertising (ODA) mowing along the interstate. Work must meet all specifications detailed in Section III of this Solicitation Document.

This solicitation is exempt pursuant to 11-35-710(1).

ACQUIRE SERVICES

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD - ESTIMATED

Start date: **06/20/2022** End date: **03/01/2024**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. The initial term of the contract will be one (1) year, with the possibility of one (1) one-year renewal, for a total potential contract period of two (2) years. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION

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

AUTHORIZED AGENT

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

AWARD NOTIFICATION

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT

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

BID ACCEPTANCE PERIOD

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not

participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

DRUG FREE WORK PLACE CERTIFICATION

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE

Do not include any sales or use taxes in Your price that the State may be required to pay.

OPEN TRADE REPRESENTATION

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

PROTESTS

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within five days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROHIBITED COMMUNICATIONS AND DONATIONS

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.***

PUBLIC OPENING

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

SIGNING YOUR OFFER

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA

(a) Any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected".

SUBMITTING A PAPER OFFER OR MODIFICATION

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small

business. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

VENDOR REGISTRATION MANDATORY

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)

WITHDRAWAL OR CORRECTION OF OFFER

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL

Pre-Bid/Proposal Conference Date and Time: **05/19/2022 @ 11:00 A.M.**

Location of Pre-Bid/Proposal Conference: **This pre-bid conference will be held via teleconference only. Dial-in: 1-800-753-1965 Access Code: 7236783. Please register with the Procurement Officer by 5:00 PM on May 18, 2022.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

ON-LINE BIDDING INSTRUCTIONS

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

PROTEST - CPO ADDRESS - SCDOT

Any protest must be addressed to the SCDOT Chief Procurement Officer, South Carolina Department of Transportation, and submitted in writing

(a) by email to: PlayerJD@scdot.org

(b) by post or delivery to: PO Box 191, Columbia, SC 29202 or 955 Park St, Room 101, Columbia, SC 29201.

UNIT PRICES REQUIRED

Unit price to be shown for each item.

III. SCOPE OF WORK/SPECIFICATIONS

1.0 OVERVIEW

1.1 Location

This work will be performed in **Greenville County**. Work will be under the direction of staff located at the **SCDOT Greenville Maintenance Facility**.

1.2 Intent

This document provides specifications for the following activities and associated activities within the South Carolina Department of Transportation (SCDOT) rights-of-way:

ACTIVITIES:

- **Routine Mowing (Interstate): includes Shoulders, Medians, Interchanges, Signs and Structures**
- **Rail Mowing (Interstate): includes Guardrail and Cable rail**
- **Ditch Mowing (Interstate)**
- **Bridge Mowing (Interstate)**
- **ODA Mowing (Interstate)**
- **Brush Management**

ASSOCIATED ACTIVITIES:

- **Work Zone Traffic Control**
- **Woody Vegetative Debris Management**

Work will be inspected/monitored by SCDOT.

Actual locations (i.e., Lists of roads) and the quantities (i.e., acres) will be provided with the bid solicitation. In accordance with TYPICALS in these specifications, all measurements are made horizontally, except on steep slopes. On steep slopes, measurements are along the slope. Acreage calculations for mowing reflect areas to be mowed. Acreage calculations for brush management reflect areas outside of the routine mowing limits where brush management is to be performed.

A map of county routes has been posted with this solicitation. Additional maps may be provided by SCDOT at the mandatory pre-bid conference or may be picked up during the optional site visit.

All mowing, brush management, and associated activities described herein shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, labor, licenses, fuel, and incidentals. Each mowing activity (i.e., each line item) is independent and SCDOT may request to have one or more mowing activities start on the same date and/or be performed at the same time.

Generally, routine mowing and rail mowing will not be permitted before March 15 or after November 15 of each year. Only acres satisfactorily mowed/completed per the specifications, including associated activities, through November 15 are eligible for payment, even if the activity cycle is incomplete. (i.e., a Contractor may not invoice SCDOT nor will the Contractor receive payment for any portion of a routine mowing cycle or rail mowing that is not satisfactorily completed per the specifications by November 15). EXCEPTION to the March 15 through November 15 Period will only occur when directed by the Engineer as approved by the SCDOT District Engineer.

Brush Management may be performed year round subject to the same weekend, holiday, and inclement weather restrictions that apply to mowing operations.

The areas within the SCDOT rights-of-way where **MOWING / BRUSH MANAGEMENT** will occur will be in accordance with limits established in these specifications and will be monitored by the respective SCDOT Resident Maintenance Engineer or appointee such as an inspector, hereinafter referred to as the Engineer. The bidder who successfully enters into a contractual agreement with SCDOT to perform **MOWING / BRUSH MANAGEMENT** described in the specifications is hereinafter referred to as the Contractor.

Brush Management may be included in the bid items at the discretion of the Engineer. The area to be cut underbrush management will be established and listed for each road. The area for brush management may vary from road to road. In general, brush management is performed from the routine mowing limit to the right of way (or fence line, tree line, etc.).

However, for the purposes of this contract, the engineer may elect to limit the area to a set distance from the edge of the routine mowing typical.

Bid lots will be separate. Generally, one lot represents one county. The activity start date of one lot is independent from another lot. For example, if a bidder is awarded multiple lots, he/she may be requested to start work in those lots (i.e., in multiple counties) on the same date and/or perform work at the same time (i.e., simultaneously/concurrently). **Likewise, each line item within a lot is independent.** For example, the Engineer may request that work begin on the same date and/or be performed at the same time for primary routes and secondary routes within the same county.

1.2.1 Interstates Schedule

Each Interstate Mowing Activity for each lot shall begin and be completed per the following schedule.

Required Start Dates - 2022

INTERSTATE MOWING ACTIVITY	Cycle					
	1	2	3	4	5	6
Routine Mowing	March 14	April 25	June 6	July 18	Sept. 6	Oct. 17
Ditch	January 1 through December 31					
Bridge	January 1 through December 31					
ODA	Schedule to be determined by Engineer					
Brush Management	January 1 through December 31					

*Note: Actual start dates will vary year to year. The required start date will be the first Monday (or Tuesday following Labor Day for cycle 5) on or after the approximate dates listed above.

1.3 Length of Contract

The contract period will be for 1 year with potential for 1 annual renewals (total contract potential is 2 years).

2.0 DEFINITIONS

2.01 SCDOT

SCDOT refers to the South Carolina Department of Transportation.

2.02 Procurement

Procurement refers to the SCDOT Procurement Office.

2.03 Engineer / Inspector

Engineer refers to the respective county SCDOT Resident Maintenance Engineer or appointee, such as an inspector.

2.04 Contractor

Contractor refers to the bidder who successfully enters into a contractual agreement with SCDOT to perform the mowing activities described in these specifications.

2.05 Mowing Vegetation

Any plants including woody vegetation up to one inch diameter measured at a height of five feet above the ground surface.

2.06 Tree

A tree is defined as a plant of woody nature, generally single-stemmed, that has a diameter of larger than three inches measured at a height of five feet above the ground surface.

2.07 Tree Line

The tree line is defined as the edge of the relatively straight line of trees **closest to the roadway**. The tree line will only alter where there is a distance of fifteen feet or more between the trees closest to the roadway. The Engineer shall determine the tree line.

2.08 Brush

Brush is defined as plants of woody nature that may have several stems and has a diameter, measured per single stem, of three inches or less measured at a height of five feet above the ground surface.

2.09 Steep Slope

A steep slope is defined as a slope of 2:1 (i.e., 30 degrees) or greater.

2.10 Interstate Segment

A segment of the interstate is defined by the continuous interstate roadway between interchanges/intersections.

2.11 Inclement Weather

As determined by the Engineer, inclement weather is defined as any time during the allowed hours of operation whereby weather or conditions due to weather: 1) prevents safe performance of the activity (e.g., impaired visibility, slippery conditions), 2) performing the activity will likely result in damage to SCDOT property (e.g., equipment-induced ruts in soil surface due to wet/soggy conditions), or 3) prevents the work from being performed satisfactorily to meet the requirements of the specifications. The minimum increment of inclement weather is ½ day (= minimum 4 hours). The Engineer shall advise the Contractor of the number of approved inclement weather days as they occur. No mowing activity of any type (including but not limited to mowing such as hand trimming performed using line trimmers, push mowers, etc.) is permitted when the Engineer declares that Inclement Weather is in effect.

2.12 Rail

Rail is a general term used to define all types of guardrail and cable rail. Rail length is measured in linear feet in one direction, from a beginning mile point to an ending mile point.

2.13 Business Day

A business day is defined as any weekday (i.e., Monday through Friday), excluding observed State holidays. Saturday is not considered a business day.

2.14 R/W and/or ROW

The abbreviations, R/W and/or ROW, appearing on some typicals, refer to the SCDOT right-of-way limit.

2.15 ODA

The abbreviation ODA, appearing on some typicals, refers to Outdoor Advertising Windows.

2.16 Structure

A structure is any SCDOT component or appurtenance, except rail and signs that is associated with its road system. Structures include but are not limited to culverts/pipes, catch basins, manhole covers, etc.

2.17 Sign

A sign is any SCDOT sign including but not limited to information and guide signs installed within the SCDOT right-of-way EXCEPT logo signs. A logo sign is a sign erected along interstate routes that usually has a blue-colored background and contain advertisement for businesses, excluding hospitals.

2.18 Vegetation

Vegetation is defined as plants.

2.19 Estimated Annual Frequency

Estimated annual frequency refers to the number of times that a mowing activity cycle is anticipated to occur during the period from March 15 through November 15. Brush Management may be performed at any time throughout the year at the discretion of the engineer.

2.20 District Engineer

District Engineer refers to the District Engineering Administrator or their designee in each District.

3.0 GENERAL PROVISIONS

3.01 Standard Specifications

The Contractor must adhere to the rules and regulations of the latest edition of the **South Carolina Department of Transportation Standard Specifications for Highway Construction**, <https://www.scdot.org/business/standard-specifications.aspx> (hereinafter called **Standard Specifications**).

NOTE: Bidders who have received ongoing non-compliance notices while performing similar work for SCDOT or other agencies in this or other counties may be determined to be non-responsible, causing the bid to be rejected.

Bidders who have failed to complete work on an issued SCDOT Purchase Order may be considered to be non-responsible and their bids may be rejected.

3.02 Work Quantities/Modifications/Exceptions

3.02.01 Work Quantities

The acres for each mowing activity and the estimated annual frequency (i.e., number of cycles that will occur during the period March 15 through November 15) are shown in **APPENDIX 2. LOT SUMMARY**.

Acres for the mowing activities are presented by: route type, route number, beginning mile point and ending mile point. Acres are calculated by multiplying the length of the route by the **average** width of mowing as defined by the Mowing Typical assigned for that route.

3.02.02 Modified Quantities

Section 104.04 of the **Standard Specifications** shall apply with modifications herein. Upon written agreement with the Contractor per contract amendment by Procurement, SCDOT may modify the quantity of the included mowing activity (i.e., Line Item) by adding or deleting roads or increasing or decreasing acreage. No changes in activities/line items are permitted (e.g., if Bridge Mowing was not included in the contract, it cannot be added).

Due to the increased occurrence of interstate widening and/or improvement projects, it has become more common place for large areas of interstate mowing quantities to be affected. In order to protect the contractor/SCDOT from unforeseen quantity fluctuations, the following schedule of unit price adjustments will apply in lieu of negotiations for specific instances. If actual acreages increase compared to original contract quantities for a mowing/brush management cycle, the unit bid price will decrease as shown below. If actual acreages decrease compared to original contract quantities for a mowing/brush management cycle, the unit bid price will increase as shown below.

Decrease/Increase in mowing/brush management quantities	Up to 10%	10% to 15%	15% to 20%	20% to 25%	25% to 30%	30% to 35%	35% to 40%	40% to 45%	45% to 50%
Increase/Decrease in unit price	0%	5%	7.5%	10%	12.5%	15%	17.5%	20%	25%

Any reduction or increase in total quantities for routine mowing or brush management per cycle in excess of 50% may result in renegotiation of the bid price.

3.02.03 Disputed Quantities

The Contractor must report disputed quantities to the Engineer before the completion of the second cycle (**first year only**). When a Contractor disputes the quantities reported on the Purchase Order, the following process will be instituted:

1. The Contractor reports the discrepancy to the Engineer.
2. The Engineer investigates.
3. The Engineer and the Contractor reach an agreement. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer who will serve as the arbitrator for the case.
4. The Engineer reports the agreement, if any reached, to Procurement. If necessary, the Engineer requests a change in the contract.
5. If a change is approved by Procurement, Procurement modifies/amends the contract (within allowable contracting limits). The Engineer modifies the Purchase Order accordingly.

3.02.04 Construction Projects

Mowing within the limits of a construction project will be as directed by the Engineer.

3.03 Pre-Work Procedures

3.03.01 Site Visit

Pre-Bid site visits are not mandatory but are highly recommended. Each bidder must fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of these specifications. The failure of the bidder to visit the sites prior to bid submittal does not relieve the bidder of the responsibility of meeting the requirements of the Bid or Specifications nor will it be a cause for modifying and/or adjusting prices submitted.

3.03.02 Pre-Performance Meeting

Section 108.2 of the Standard Specifications shall apply. A pre-performance meeting shall be held after the purchase order, prior to beginning mowing. This meeting shall be used to review appropriate details of the work. Additionally during the meeting, the Contractor shall provide to the Engineer the name and phone number of the responsible foreman or superintendent on the job. This person will be available within an hour's notice, if needed. All work performed by the Contractor shall be subject to the supervision and satisfaction of the Engineer.

3.04 Work Expectations and Limitations

Section 107.16 (Preservation and Restoration of Property, Tree, Monument, etc.) of the Standard Specifications shall apply. **Section 107.17 (Forest Protection)** of the Standard Specifications shall apply.

3.04.01 Activity Cycle Start Date

The Contractor shall begin the requested brush management and/or mowing activity **on the start date** announced by the Engineer, unless inclement weather occurs on that date as determined by the Engineer. Work may begin prior to the announced start date only if the Engineer approves. No mowing shall commence prior to March 15.

3.04.02 Weekly Schedule

Prior to commencing the activity cycle, the Contractor shall furnish the Engineer a written activity schedule for a one-week period prior to commencing the respective mowing activity each week. The schedule shall indicate the locations where the mowing activity is expected to occur during that week. **No work shall commence until the respective weekly schedule is provided.** (See Schedule Form in Appendix 5)

3.04.03 Activity by SCDOT Forces

SCDOT reserves the right to perform any mowing activity with its right-of-way at any time during the life of the contract using its forces.

3.04.04 Hours and Days

All activity including moving to and from the work site shall be confined to the hours of sunrise to sunset. No work shall be performed on Sundays or State-observed Holidays. Work performed in metropolitan areas (e.g., Greenville, Spartanburg, Rock Hill, Columbia, Charleston) may be restricted to specific times at the discretion of the Engineer to minimize traffic disruption. Work is permitted on Saturdays but this day is not considered a business day. Work performed on Saturdays is still subject to the specifications herein.

3.04.05 Worker Attire

At a minimum, workers shall wear a shirt with a factory hemmed sleeve or blouse and long pants or trousers worn as intended. Tank tops, cutoff shirts and shorts are not appropriate work attire. Refer also to **SECTION 7.04 Work Zone Traffic Control – Worker Requirements** of these specifications.

3.04.06 Work Progression and Completion

Section 108.03 of the Standard Specifications shall apply. Work shall be performed diligently with sufficient personnel and equipment to ensure the completion of the activity cycle by the end of the pre-determined number of **business days to complete the cycle** as indicated in **APPENDIX 2. LOT SUMMARY**. Work shall not be suspended for any reason other than inclement weather. No mowing will be permitted after November 15, even if the cycle in progress is incomplete. **EXCEPTION to the March 15 through November 15 Period will only occur when directed by the Engineer as approved by the SCDOT District Engineer.**

The contractor shall submit (in writing) a list of completed roads to the Engineer at the end of each work day.

3.05 Negligent Operation – Damage to SCDOT Property

The Contractor shall conduct work with care and diligence to prevent damage to SCDOT property. Negligent operation by the Contractor that results in damage to SCDOT property shall result in a notification of non-compliance and a non-refundable deduction assessed per offense AND a charge of the actual cost incurred by SCDOT to repair the damage.

The Engineer shall verbally notify the Contractor within two business days of discovered damage to SCDOT property. Within two business days following the verbal notification, the Engineer shall notify the Contractor of the damage sustained and the assessed non-refundable deduction, in writing, using the **NON-COMPLIANCE NOTICE** (APPENDIX 3).

If the contractor performs work on roads that were not included in the submitted weekly schedule as required under **3.04.02**, the contractor is still liable for any damage done to SCDOT property on roads that have been mowed without prior notice to the department. If this occurs, the requirement for the Engineer to notify the contractor of damage within two business days is negated. Any occurrence will result in a notice of non-compliance and a non-refundable deduction regardless of the date of occurrence as long as the Engineer follows the requirements of notification as described here (**3.05**) within twenty four hours of the discovery of the damage.

Examples of damage to SCDOT property due to negligent operation include but are not limited to:

- leaning/bent/fallen signs
- damage to an SCDOT structure
- damage to non-target roadside vegetation
- damage to rail
- damage to the road surface
- scattering of litter and debris packaged in trash bags

The Contractor shall not attempt to repair damage to SCDOT property.

If SCDOT has to repair an item damaged back to SCDOT standards it is considered an offense. As a result, a non-compliance notice will be issued and a non-refundable deduction will be assessed. *For example, if the Contractor damages a sign that has 2 posts and 2 panels, the Contractor will be assessed one non-compliance notice and assessed the non-refundable deduction amount announced in the TABLE OF NON-COMPLIANCE ITEMS in SECTION 3.06 of these specifications plus the cost to repair the sign. If the Contractor damages another sign in a different location, even on the same day, this is considered a separate incident and the Contractor will be assessed another non-compliance notice and will again be assessed the non-refundable deduction amount announced in the TABLE OF NON-COMPLIANCE ITEMS in SECTION 3.06 of these specifications plus the cost to repair the sign .*

3.06 Non-Compliance / Non-Refundable Deductions / Contract Termination

Non-Compliance: The Engineer determines that the Contractor has failed to comply with work required under the terms of the contract as written in the specifications. Non-compliance items are divided into two categories as follows:

CATEGORY A: Category A items of non-compliance may result in non-refundable deductions against the Contractor **AND** the Contractor may be subject to contract termination. Receipt of three (3) or more non-compliance notices for Category A items may result in contract termination.

CATEGORY B: Category B items of non-compliance may result in non-refundable deductions against the Contractor **AND** the Contractor may be subject to contract termination. Receipt of two (2) or more non-compliance notices may result in contract termination.

Non-Refundable Deductions: Non-refundable deductions assessed will be deducted from the Contractor’s invoice for payment.

The list of non-compliance items and respective non-refundable deductions is provided below in the **TABLE OF NON-COMPLIANCE ITEMS**.

- The Engineer may suspend work if non-compliance occurs, regardless of category, until actions are corrected.
- The Engineer will report Non-Compliances and Non-Refundable Deductions assessed to the Contractor using the **NON-COMPLIANCE NOTICE (APPENDIX 3)**, by email within three business days of non-compliance identification.
- The receipt of three (3) or more Category A items or two (2) or more Category B items may result in corrective action, up to and including contract termination.
- The Contractor shall reply to the Engineer’s non-compliance email within two business days of receipt. The Contractor must dispute any non-refundable deductions in writing within three business days of receipt of notification of assessment.
- The Engineer and the Contractor reach an agreement. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer or his/her designee who will serve as the arbitrator for the case. The District office may elect to involve the State Vegetation Manager to assist in the arbitration.

TABLE OF NON-COMPLIANCE ITEMS			
Category	Item	Specification	Non-Refundable Deduction
A	Inclement Weather	2.11, 4.04	\$500 per offense
	Pre-Construction Conference	3.03.05	\$500 per offense
	Weekly Schedule and Reporting	3.04.02 3.04.06	\$500 per offense
	Work Hours and Days	3.04.04	\$500 per offense
	Worker Attire	3.04.05	\$500 per offense
	Negligent Operations-Damage to SCDOT Property	3.05	\$500 per offense + repair cost
	Equipment-General, Travel, Parking	6.01, 6.02, 6.03	\$500 per offense

	Woody Vegetative Debris Management	8.0	\$750 per offense
	Vegetative Debris on Road Surface	All Activities	\$500 per offense
	Routine Mowing	10.0, 11.0, 12.0	\$750 per offense
	Brush Management	9.0	\$750 per offense
	Rail Mowing	13.0, 14.0, 15.0	\$750 per offense
	Ditch Mowing	16.0	\$750 per offense
	Bridge Mowing	17.0, 18.0, 19.0	\$750 per offense
	ODA Mowing	20.0, 21.0	\$750 per offense
B	Activity Start Date	3.04.01	\$1,000 per business day until work begins
	Work Progression(i) and Completion(ii)	3.04.06	(i) \$1,000 per business day that work is suspended (ii) \$1,000 per business day until work is complete
	Work Zone Traffic Control – Signs, Stands, Equipment lights, Equipment flags, Worker safety vests	7.01, 7.02, 7.03, 7.04	\$1,000 per offense

3.07 Disputes

Disputes, excluding those involving contract modifications, between the Contractor and the Engineer shall be addressed in the following manner:

1. The Contractor reports the dispute to the Engineer.
2. The Engineer investigates. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer.
3. The District Engineer investigates and serves as the arbitrator for the dispute. The District Office may elect to involve the State Vegetation Manager to assist in arbitration.

3.08 Work Acceptance and Payment for Work

3.08.01 Work Acceptance

The provisions for partial acceptance for a unit of the project as set forth in **Section 105.15**; paragraph (a) of the **Standard Specifications** shall apply. Each road shall be considered a unit of the project. **A road will be accepted only when the mowing activity/activities and all associated activities have been fully completed per the specifications on that road.**

3.08.02 Invoices

The Contractor may only invoice for the accepted quantities of mowing completed. The Contractor shall request payment by submitting to the Engineer a properly prepared invoice that includes the following:

- **Invoice Date**
- **Contractor Name and Address**
- **Associated Purchase Order Number**
- **Associated Contract Number**
- **Type of Mowing Activity Performed**
- **Quantity of Acres Mowed by Line Item**
- **Quantity of Acres of Brush Management**
- **Quantity (Linear Feet) of Rail Mowed**
- **Unit Price(s)**
- **Extended Price(s)**
- **Non-Refundable Deductions and Repair Costs**

3.08.03 Payment

Payment to the Contractor will be full compensation for all implements, machinery, equipment, tools, materials, transportation, labor, licenses, fuel, incidentals, vegetative debris management and work zone traffic control necessary to satisfactorily perform the mowing activity/activities and the associated activity/activities described in these specifications.

3.09.01 Acceptance

The provisions for partial acceptance for a unit of the project as set forth in Section 105.15; paragraph (a) of the Standard Specifications shall apply. Each road shall be considered a unit of the project. A road will be accepted only when the mowing activity/activities and all associated activities have been fully completed per the specifications on that road. The contractor shall submit (in writing) a list of completed roads to the Engineer at the end of each work day.

3.09.02 Invoicing

The Contractor may only invoice for the accepted quantities of mowing completed. The Contractor shall request payment by submitting to the Engineer a properly prepared invoice that includes the following:

- Invoice Date
- Contractor Name and Address
- Associated Purchase Order Number
- Associated Contract Number
- Type of Mowing Activity Performed
- Quantity of Acres Mowed by Line Item
- Quantity of Acres of Brush Management
- Quantity (Linear Feet) of Rail Mowed
- Unit Price(s)
- Extended Price(s)
- Non-Refundable Deductions and Repair Costs

4.0 ENGINEER RESPONSIBILITIES

The Engineer shall be responsible for:

- Establishing the start date for all mowing activities (SECTION 4.01)
- Inspecting all equipment prior to and during each activity (SECTION 4.02)
- Monitoring Contractor performance (SECTION 4.03)
- Determining Inclement Weather (SECTION 4.04)
- Tree removal (SECTION 4.05)
- Litter collection coordination (SECTION 4.06)
- Receiving and processing invoices (SECTION 3.09.02)

4.01 Activity Start Date

The Engineer shall announce the respective activity start date to the Contractor in writing. The written announcement shall be dated at least ten business days prior to the start date. Refer to SECTION 3.04.01 for more information about the activity start date. For BRIDGE MOWING the Engineer must also specify the locations to be mowed during that cycle.

4.02 Equipment Inspection

Prior to and during any activity by the Contractor, the Engineer shall inspect all equipment to verify that it is appropriate for the activity to be performed and that it meets all specifications described in SECTION 6.0 and SECTION 7.0. The Engineer shall direct the Contractor to suspend activity when at any time equipment does not meet the specifications described herein. No work may proceed until the deficiency is corrected.

4.03 Monitoring Contractor Performance

The Engineer shall monitor/inspect the performance of the Contractor each business day that the Contractor is actively working to ensure that the activity or associated activity meets the requirements presented in these specifications. **The Engineer shall also maintain each business day, a log or diary of pertinent information such as communication with the Contractor, weather conditions, complete and incomplete work, etc. The Engineer shall document relevant contract information in the SCDOT Highway Maintenance Management System (HMMS). The Engineer shall direct the Contractor to take immediate action to correct any Work Zone Traffic Control deficiency. The Engineer shall communicate to the Contractor within two business days: 1) any substandard performance, 2) any roads ACCEPTED (See SECTION 3.08.01), and 3) any SCDOT property damage (See SECTION 3.06). Substandard work (i.e., any performance deficiency) must be corrected the next business day. The Engineer shall not direct the Contractor to correct a performance deficiency if more than two business days have elapsed from the time the work was performed. If the contractor has not submitted their weekly schedule as required under 3.04.02 or provided a daily list of completed roads as required per 3.04.06, any substandard work will be subject to required rework regardless of the date of occurrence as long as the Engineer follows the requirements of notification as described here (4.03) within twenty four hours of the discovery of the substandard work. Once a road has been inspected and accepted by the Engineer, the Engineer cannot request the Contractor perform more work on that road.** As a guide, the percentage of work accomplished should equal or exceed the percentage of time elapsed for the activity cycle. *For example, the Engineer indicated on the bid sheet 20 business days to complete the routine mowing cycle on 100 acres. By day 10, the Contractor should have completed routine mowing on at least 50 acres.*

4.04 Determining Inclement Weather

The Engineer shall advise the Contractor each business day of the number of approved inclement weather days as they occur. The Engineer shall document this in the log or diary and in HMMS. Refer to SECTION 2.11 for information regarding inclement weather.

4.05 Tree Removal

The Engineer shall be responsible for the removal of trees within the limits of Routine Mowing and Brush management operations. A tree is defined in section 2.06. The Engineer shall remove trees within the limits of operations **prior** to directing the Contractor to perform Ditch Mowing.

4.06 Litter Collection

Litter removal will be handled by Greenville Maintenance Office.

5.0 CLAIMS

5.01 Negligent Operation - Third Party Property Damage

Negligent operation that results in damage sustained by a third party's property, requires receipt of a claim from the third party. Examples of damage to third party property due to negligent operation include **but are not limited to damage to:** private real property, such as mowing or applying herbicides to vegetation that is not within SCDOT right-of-way, a mailbox(es), a driveway(s), a third party vehicle(s) or property caused by an item ejected from a mower, a utility feature(s). **The Contractor will indemnify and hold harmless SCDOT and all of its officers, agents, and employees from all suits or claims for property damage pursuant to Section 107.18 of the Standard Specifications.**

In cases of third party property damage claims resulting from mowing activities and/or associated activities performed by the Contractor, SCDOT shall provide to the claimant the Contractor's name, address and phone number. The Contractor shall be responsible for receiving and processing such claims.

5.02 Third Party Personal Injury

The Contractor will indemnify and hold harmless SCDOT and all of its officers, agents, and employees from all suits or claims for personal injury pursuant to Section 107.18 of the Standard Specifications. In cases of third party personal injury claims resulting from mowing activities and/or associated activities performed by the Contractor, SCDOT shall provide to the claimant the Contractor's name, address and phone number. The Contractor shall be responsible for receiving and processing such claims.

6.0 EQUIPMENT

6.01 Equipment-Contractor Inspection

Prior to and during activity, the Contractor shall routinely inspect all equipment to verify that it is appropriate for the activity to be performed and that it meets all specifications described in **Section 6.0** and **Section 7.0**. The Contractor shall immediately suspend activity when at any time equipment does not meet the specifications described herein. No work may proceed until the deficiency is corrected.

6.02 Equipment-Performance and Safety

The Contractor must use equipment that is designed to perform the mowing activities and all associated activities as prescribed and within the time specified. SCDOT reserves the right to deny use of equipment that in their opinion is deemed inappropriate or unsafe to operate. Cutting equipment shall be equipped with shields to prevent objects from being ejected. All manufacturer installed safety shields and guards shall be in place and tightly attached. Mowing equipment shall never be engaged with a unit of a flex wing mower in the upright "transport" position. All equipment shall conform to prevailing Occupational Safety Health Act standards.

6.03 Equipment-Operation

Equipment shall not block vehicular or pedestrian traffic. The Contractor is responsible for clean-up of any environmentally sensitive material spilled during equipment servicing or from leaking equipment. Equipment shall be operated to prevent damage to SCDOT property and third party property. All mowing/cutting equipment shall have sharp blades to provide a clean cut and be equipped with guards to prevent objects from being ejected. Equipment shall be maintained in good cutting condition. Routine equipment maintenance will only be allowed in designated parking areas identified in **SECTION 6.03 Equipment-Parking**. Refer to **SECTION 7.03 Work Zone Traffic Control-Equipment Requirement** for details regarding equipment Work Zone Traffic Control requirements.

6.04 Equipment-Travel

Activities should be performed in the same direction as the flow of traffic. Equipment is restricted to traveling on the right hand shoulder of interstate routes when not actively managing vegetation and in no case shall travel be in traffic lanes except to cross the pavement for purposes of operating adjacent to the left shoulder. **When crossing the travel lanes cannot be avoided, extreme care shall be taken to ensure the safety of the operator and the traveling public.** Turnarounds shall be confined to intersections or to interchanges. Activities along the interstate shall be conducted such that the equipment does not encroach into the travel-way. If this is not possible, a lane closure with appropriate traffic control may be required by SCDOT. On two-lane minor primary highways and secondary roads, encroachment onto the travel-way will be held to the minimum possible to satisfactorily accomplish the work. Appropriate Equipment should be used to minimize encroachment into the travel lane.

6.05 Equipment-Parking

Parking of Contractor's vehicles and equipment will be permitted within SCDOT right-of-way only at locations designated by the Engineer or on non-SCDOT property with prior (written) approval from the property owner. In no case shall any vehicle or equipment be parked in the interstate median or within thirty feet of the travel-way of an interstate route. Damage to vegetation or soil within areas permitted for parking will be corrected at the Contractor's expense. Parking of private vehicles within the interstate right-of-way is prohibited at all times.

6.06 Equipment General

The Contractor must use equipment that is satisfactory to perform the mowing activity and all associated activities as prescribed and within the time specified. Equipment shall not block vehicular or pedestrian traffic. The Contractor is responsible for clean-up of any environmentally sensitive material spilled during equipment servicing or from leaking

equipment. Equipment shall be operated to prevent damage to SCDOT property and third party property. All mowing/cutting equipment shall be equipped to prevent objects from being ejected. All manufacturer installed safety shields and guards shall be in place and tightly attached. Mowing equipment shall never be engaged with a unit of a flex wing mower in the upright “transport” position. Equipment shall be maintained in good cutting condition. Routine equipment maintenance will only be allowed in designated parking areas identified in SECTION 6.03 Equipment-Parking. Refer to SECTION 7.03 Work Zone Traffic Control–Equipment Requirements for details regarding equipment Work Zone Traffic Control requirement.

7.0 WORK ZONE TRAFFIC CONTROL

7.01 Work Zone Traffic Control - General

The Contractor shall provide **Work Zone Traffic Control** for all mowing activities and the associated activities (i.e., Woody Vegetative Debris Management) stated in these specifications. Work Zone Traffic Control (including devices, placement, equipment/vehicle requirements, and worker requirements) shall comply with these specifications, all supplemental specifications, the Engineer, and the latest editions of the following documents. These documents are available on the internet website links indicated.

- *Manual of Uniform Traffic Control Devices (MUTCD)*
- *SCDOT Standard Specifications for Highway Construction*
- **Approved Products List for Traffic Control Devices in Work Zones**
- **Applicable SCDOT Traffic Engineering Standard Drawings**
- **Engineering Directive No. 32 – Hourly Restrictions for Lane Closures on Interstates and Primary Routes (For areas where dual lines of cable rail are in place on the interstate requiring the work be conducted under lane closures)**

These documents are available on the following SCDOT internet website:

<https://www.scdot.org/business/business-landing.aspx>

All Work Zone Traffic Control devices shall be appropriate/proper for the given work zone and shall be in place before work commences each business day. The Engineer shall direct the Contractor to suspend operations at any time Work Zone Traffic Control is not compliant. The Contractor shall take immediate action to correct any Work Zone Traffic Control deficiency. No work shall proceed until the deficiency is corrected. All Work Zone Traffic Control devices shall be promptly removed when work is complete each day.

The Contractor shall be responsible for establishing a safe work area to motorists and pedestrians while working and for leaving the area safe during non-working hours. Adequate provisions shall be made for the protection of the highway traffic at all times during all activities. The work shall be planned and carried out to minimize the inconvenience to the traveling public and adjacent landowners. All Work Zone Traffic Control devices, except for Category IV devices, shall comply with the requirements of the National Cooperative Highway Research Program Report 350 (NCHRP Report 350)

An approved products list has been developed and only those traffic control devices listed on the “Approved Products List For Traffic Control Devices In Work Zones” are considered acceptable. This approved products list also includes the implementation dates and any special conditions or restrictions for each device. The approved products list is available on the following SCDOT intranet website:

https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/NCHRP350List_ALL2.pdf

Lane closures may be restricted to specific days and times by the Engineer. Neither the interstate nor the primary route highway will not be affected by this work. No lanes on the interstate or primary route will be closed during the mowing activity or during Woody Vegetative Debris Management activities. **Work Zone Traffic Control is considered an associated part of the activity. No separate payment will be given for Work Zone Traffic Control.** All necessary traffic control devices and personnel including, detours, lights, barricades, warning signs, flagmen, etc. shall be provided and provided for by the Contractor.

7.02 Work Zone Traffic Control - Signs, Sign Stands, Etc.

Subsections 601.1, 601.2, 601.3 and 601.4 of the Standard Specifications shall apply. All signs mounted on portable sign supports shall have a minimum mounting height of five feet from the ground to the bottom of the sign. Signs shall be reasonably clean and clearly legible. Signs that are faded/deteriorated/illegible are not acceptable. "MOWING NEXT 3 MILES" signs (Standard W21-9A-48) shall be used for the mowing activity and all associated activities on the route being completed. These signs shall conform to the specifications stated in **TYPICAL A. SIGN DETAIL**. These signs shall be used on all routes. Signs must be moved as necessary to remain within three miles of the mowing activity and the Woody Vegetative Debris Management activity as depicted in **TYPICAL B. SIGN PLACEMENT**. On primary and secondary roadways less than three miles long, signs will be placed at each end of the road. Flagmen, warning signs, barricades, and/or other suitable protective devices shall be placed not less than five hundred feet in each direction from the work site while loading or unloading materials or equipment.

7.03 Work Zone Traffic Control - Equipment Requirements

In addition to requirements stated or referenced in **SECTION 7.01** of these specifications, **all motorized equipment and/or vehicles shall meet the following SCDOT Warning Light Standards:**

Requirements:

1. All warning lights used during construction and/or maintenance activities shall be SAE Class 1 standard LED lighting.
2. Lighting shall provide 360 degree visibility and be clearly visible at distances ranging from no less than 1/3 mile to as much as 1 mile.
3. Lighting flash pattern shall be a quad flash alternating left-right pattern (wig-wag). This pattern introduces an animation effect to the warning lights which helps a driver notice the warning lights earlier than a non-animated flash pattern.
4. Warning lights shall be visible to approaching traffic at all times. At no time shall a warning light be blocked or obscured from view. (i.e. a minivan carrying weed eaters with its back hatch up on the shoulder shall be strictly prohibited.)

Approved Lighting:

1. Full Length Bar - Federal Signal LPX45DS or equal
2. Mini Bar - Federal Signal 454201HL-02 or equal
3. Beacon - STAR 257H8TAL-A LED or equal

A standard Slow Moving Vehicle (SMV) emblem shall be mounted on the rear of all slow-moving equipment. All equipment shall conform to the prevailing OSHA standards.

Additionally, FOR MOWING EQUIPMENT the following will be required, at a minimum:

For each tractor:

- All manufacturer-installed lights, including headlights, shall be fully operational.
- The standard slow moving vehicle emblem (SMV) shall be mounted on the rear of the tractor (or on the rear-mounted mowing deck) in such a position that it is clearly visible by vehicles approaching from the rear. The emblem shall not interfere with the visibility of the tractor's lights, including the top-mounted light.

For each rear-mounted mowing deck that extends beyond the width of the rear tractor tires:

- Two flags, a minimum of 24 inches by 24 inches, and red, orange, or fluorescent red-orange in color are required. Faded/deteriorated flags are not acceptable. Each flag shall be mounted on a rigid staff a minimum three feet in length, in a flexible mount, within six inches of each outer edge of the mowing deck. **EXCEPTION: only in cases where adjacent vegetation (such as brush or limbs) interferes with the integrity of the flag that is mounted on the side opposite from traffic may this flag be temporarily removed. Once the interference is passed, the flag must be re-installed.**

7.04 Work Zone Traffic Control - Worker Requirements

Refer also to **SECTION 3.04.05 Worker Attire** of these specifications. The Contractor shall be responsible for the safety and health of all [his/her] workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act (OSHA) as well as state regulations, and the worker safety requirements specified in the current edition of the *Work Zone Safety Guidelines for the South Carolina Department of Transportation, Municipalities, Counties, Utilities,*

and Contractors. This document specifies the minimum requirements for worker attire and safety apparel and is located on the following SCDOT internet website: <https://www.scdot.org/business/workzone-traffic-control.aspx> At a minimum, workers shall wear a class II safety vest in accordance with the Federal Highway Administration (FHWA) Worker Visibility Rule. All high-visibility safety apparel is required to have an orange-red background. Faded/deteriorated vests are not acceptable. **For specific worker safety requirements, the Contractor should contact the South Carolina Department of Labor, Licensing and Regulation** (<http://www.llr.state.sc.us/>).

8.0 WOODY VEGETATIVE DEBRIS MANAGEMENT

Mowing includes the cutting of woody vegetation up to one inch in diameter at a five foot height above the ground surface. Brush Management includes the cutting of woody vegetation up to three inches in diameter at a five foot height above the ground surface.

All activities that involve mowing or brush management shall include management of the resulting woody vegetative debris as follows:

All woody vegetative debris resulting from the mowing activity within SCDOT right-of-way that is adjacent to property where a residence or business exists must be removed from the right-of-way within seventy-two hours of performing the mowing activity.

Woody vegetative debris resulting from activities within SCDOT right-of-way that is NOT adjacent to property where a residence or business exists must be either removed from the right-of-way within five business days of the mowing activity OR it must be chipped/mulched to less than one foot in length and less than three inches in diameter and scattered to a maximum depth of six inches within the right-of-way within five business days of performing the mowing activity.

Woody Vegetative Debris Management shall not result in the deposit of vegetative debris onto the road surface. Debris shall not be deposited or scattered in ditches.

Woody Vegetative Debris Management is considered an associated part of the mowing activity. No separate payment will be given for Woody Vegetative Debris Management.

9.0 BRUSH MANAGEMENT (INTERSTATE, PRIMARY, and SECONDARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's BRUSH MANAGEMENT (INTERSTATE), BRUSH MANAGEMENT (PRIMARY) roads list, and BRUSH MANAGEMENT (SECONDARY) roads list will be performed as a cycle.
- When: January 1 through December 31 (Typically performed November 1 through March 30) as directed by the Engineer.
- Where: Interstate Routes, Primary Routes and Secondary Routes (As indicated in the roads lists)
Brush Management quantities are an option for the respective counties to include if they wish. There may or may not be any quantities set up in the lot summary for this contract. It is the contractor's responsibility to thoroughly examine the proposal to determine whether or not brush management is required as a part of the contract.
- Frequency (Cycles): One time annually, per location
- Cycle Time: The minimum mowing rate per business day is 50 acres.
- What: Brush and all other vegetation, except trees, that occurs within the defined limits.
- How: Refer to **ROUTINE MOWING TYPICAL 2. WITH BRUSH MANAGEMENT (Primary & Secondary Routes)**.

Regardless of slopes, ditches, structures, guardrail/cable rail, signs, or any other feature(s), the limit of **BRUSH MANAGEMENT (MECHANICAL)** begins at the outermost limit established for routine mowing and extends to the right-of-way line (C) or the tree line (D), whichever is less. **BRUSH MANAGEMENT (MECHANICAL)** does not include the area that SCDOT defines as routine mowing. *Routine Mowing is defined as the area from the edge of the pavement to the bottom of the ditch (A) plus an additional five feet on Typical 1 and from the edge of the pavement to the bottom of the ditch (A) where slopes are not steep on Typical 2. Where slopes are steep, Routine Mowing is defined as the area from the edge of the pavement to the beginning of the steep slope and continues one mower swath or a minimum of five feet on the slope (B).* **BRUSH MANAGEMENT (MECHANICAL)** shall be performed such that brush and all other vegetation within the limit, except trees, is cut to a uniform height of no less than four inches and no more than six inches.

Refer to **ROUTINE MOWING TYPICALS C, D, & E. WITH BRUSH MANAGEMENT MECHANICAL (INTERSTATE ROUTES)**.

Regardless of slopes, ditches, structures, guardrail/cable rail, signs, or any other feature(s), the limit of **BRUSH MANAGEMENT (MECHANICAL)** begins at the outermost limit established for routine mowing and extends to the right-of-way line or the tree line, whichever is less. **BRUSH MANAGEMENT (MECHANICAL)** does not include the area that SCDOT defines as routine mowing. *Routine Mowing is defined as the area from the edge of the pavement out thirty feet on the shoulders and from the edge of the pavement out forty feet into the median. Where slopes are steep, Routine Mowing is defined as the area from the edge of the pavement to the beginning of the steep slope and continues one mower swath or a minimum of five feet on the slope.* **BRUSH MANAGEMENT (MECHANICAL)** shall be performed such that brush and all other vegetation within the limit, except trees, is cut to a uniform height of no less than four inches and no more than six inches.

VEGETATIVE DEBRIS ON THE ROADWAY

Brush Management operations shall not result in the deposit of vegetative debris onto the road surface. Any vegetative debris must be removed from pavement surface immediately and prior to moving on to the next road and at the end of the day. Failure to remove vegetative debris prior to leaving a particular road and at the end of the day will result in a notice of non-compliance, Category A with a non-refundable deduction of \$500.00 per occurrence.

10.0 ROUTINE MOWING (INTERSTATE)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's ROUTINE MOWING (INTERSTATE) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: ROUTINE MOWING (Interstate Routes) **includes** the following areas (Separate payment will not be made for included areas):
- Interstate Shoulders (Roadsides) (SECTION 10.01)
 - Interstate Medians (SECTION 10.02)
 - Interstate Interchanges (SECTION 10.03)
 - Interstate Signs and Structures (SECTION 10.04)

Frequency (Cycles): Six times annually for Interstates. Primary route and Secondary route frequencies are estimated and may not coincide with the Interstate cycles. The estimated frequency for the respective lots will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.

Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 50 acres.

What: All vegetation except trees.

How: Mow to the interstate routine limit(s) as described in **SECTIONS 10.01, 10.02, 10.03, and 10.04** of these specifications. When rail occurs within the interstate routine mowing limit(s), the area defined as RAIL (INTERSTATE) (See Section 12.0) is not required to be mowed. *RAIL (INTERSTATE) is separate from ROUTINE MOWING (INTERSTATE). The area defined as RAIL (INTERSTATE) is only required to be mowed when the item RAIL (INTERSTATE) appears on the Purchase Order.*

Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches.

Begin mowing at either end of the interstate segment. All mowing at all included interstate areas, except areas described in **SECTIONS 10.04 Interstate Signs and Structures**, must be completed within the segment before moving to a different segment. An acceptable alternative is to cut a length of roadway that can be finished completely within two business days, except for **Interstate Signs and Structures. Vegetation around Interstate Signs and Structures shall be mowed during each request regardless of the announced mowing width.** This activity shall not result in the deposit of vegetative debris onto the road surface.

VEGETATIVE DEBRIS ON THE ROADWAY

Operations shall not result in the deposit of vegetative debris onto the road surface. Any vegetative debris must be removed from pavement surface immediately and prior to moving on to the next road and the end of the day. Failure to remove vegetative debris prior to leaving a particular road and the end of the day will result in a notice of non-compliance, Category A with a non-refundable deduction of \$500.00 per occurrence.

10.01 Interstate Shoulders /Roadsides

As shown in **TYPICAL C. ROUTINE MOWING (Interstate Shoulders/Roadsides)**, interstate shoulders/roadsides shall be mowed thirty feet from the edge of the pavement. If fill slopes or back slopes are steep and are within this area, mow to the steep slope and one swath of the mower or not less than five feet shall be mowed on these slopes. This mowing width may be increased when necessary to provide adequate visibility for signs erected by the department, when the department determines that increasing the widths is in the public interest or upon request of the governing body of a county or municipality. This activity shall not interfere in any way with the visibility of any outdoor advertising sign. *If the Department of Natural Resources makes an assessment and written determination that vegetation management pursuant [to SC Code of Laws, Section 57-23-800] (<http://www.scstatehouse.gov/>)causes an increase in safety risks because of the attraction of*

wildlife to a specific area along the highway, then the department may increase the distance from the pavement required to be mowed.

10.02 Interstate Medians

As shown in **TYPICAL D. ROUTINE MOWING (Interstate Medians)**, interstate medians of not more than eighty feet in width shall have its mowable area mowed in its entirety. A median wider than eighty feet shall be mowed within forty feet from the edges of the pavement. If fill slopes or back slopes are steep and are within this area, mow to the steep slope and one swath of the mower or not less than five feet shall be mowed on these slopes. This mowing width may be increased when necessary to provide adequate visibility for signs erected by the department, when the department determines that increasing the widths is in the public interest or upon request of the governing body of a county or municipality. This activity shall not interfere in any way with the visibility of any outdoor advertising sign.

If the Department of Natural Resources makes an assessment and written determination that vegetation management pursuant [to SC Code of Laws, Section 57-23-800] causes an increase in safety risks because of the attraction of wildlife to a specific area along the highway, then the department may increase the distance from the pavement required to be mowed.

10.03 Interstate Interchanges

As shown in **TYPICAL E. ROUTINE MOWING (Interstate Interchanges)**, interstate interchanges shall be mowed thirty feet from the edge of pavement. If fill slopes or back slopes are steep and are within this area, mow to the steep slope and one swath of the mower or not less than five feet shall be mowed on these slopes. This mowing width may be increased when necessary to provide adequate visibility for signs erected by the department, when the department determines that increasing the widths is in the public interest or upon request of the governing body of a county or municipality. This activity shall not interfere in any way with the visibility of any outdoor advertising sign. *If the Department of Natural Resources makes an assessment and written determination that vegetation management pursuant [to SC Code of Laws, Section 57-23-800] causes an increase in safety risks because of the attraction of wildlife to a specific area along the highway, then the department may increase the distance from the pavement required to be mowed.*

10.04 Interstate Signs and Structures

Vegetation under and around interstate signs and structures within the interstate mowing limits shall be mowed within four business days when the adjacent interstate shoulder and interstate median mowing is completed in that segment unless it is uniform in height to the adjacent mowed vegetation. Mowing at Interstate Information/Guide Signs shall be in accordance with **TYPICAL F. ROUTINE MOWING (Interstate Information/Guide Signs)**. Mowing will be accomplished regardless of slope or rail. Interstate mainline sign locations shall be mowed to allow full view by approaching motorists for a minimum distance of 1,200 feet. Regardless of road curvature, this distance (1,200 feet) shall be measured along the pavement mainline from the sign face. Additionally, the area that occurs ten feet behind the sign face and extends ten feet beyond the edge of the sign most distant from the pavement shall also be mowed. Ramp panels shall be cleared to provide maximum sight distance. *Interstate Information/Guide Signs do not include logo signs. The sight area for logo signs will be maintained to the routine mowing limits only.*

11.0 RAIL MOWING (INTERSTATE)

- Unit: Linear Foot (measured in one direction for a section of rail.)
- Quantity: The entire quantity reported on the respective lot's RAIL (INTERSTATE) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: Guardrail and cable rail along interstate routes.
- Frequency (Cycles): Six (6) times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 15,000 linear feet.
- When the Engineer requests RAIL MOWING (INTERSTATE) independently from ROUTINE MOWING (INTERSTATE) (i.e., both line items do not occur on the same Purchase Order), the RAIL MOWING (INTERSTATE) shall be performed within the number of business days to complete the RAIL MOWING (INTERSTATE) cycle.
- When the Engineer requests RAIL MOWING (INTERSTATE) in conjunction with ROUTINE MOWING (INTERSTATE) (i.e., both line items occur on the same Purchase Order), the RAIL MOWING (INTERSTATE) shall be completed within four days of performing ROUTINE MOWING (INTERSTATE).
- What: All vegetation except trees.
- How: The Engineer may request the Contractor perform RAIL MOWING (INTERSTATE) alone or in conjunction with ROUTINE MOWING (INTERSTATE). Regardless, as shown in TYPICAL G. RAIL MOWING, vegetation under and around rail in a rectangular area measured three feet from the outermost edges/outside points (front, back, and ends) of the rail structure shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall not result in the deposit of vegetative clippings onto the road surface.

12.0 DITCH MOWING (INTERSTATE)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's DITCH MOWING (INTERSTATE) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: Clearly defined drainage ditches that occur along interstate routes.
- Frequency (Cycles): Generally, one time annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 5 acres.
- What: All vegetation except trees.
- How: Refer to **TYPICAL H. DITCH MOWING (INTERSTATE)**. Mow the entire ditch and ten feet on each side of the ditch, regardless of slope. Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall include **Woody Vegetative Debris Management** as described in **SECTION 8.0** of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

13.0 BRIDGE MOWING (INTERSTATE)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot’s BRIDGE MOWING (INTERSTATE) roads list will be performed as a cycle.
- When: January 1 through December 31.
- Where: At bridges occurring along Interstate Routes.
- Frequency (Cycles): one time annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 1 acre.
- What: All (non-ornamental) vegetation except trees.
- How: Refer to **TYPICAL I. BRIDGE MOWING**. BRIDGE MOWING will be accomplished regardless of slope, rail, or SCDOT structure. Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. Bridge ends at overpasses may be included with the lower road or the crossover, whichever is preferred by the Engineer. BRIDGE MOWING will be utilized to control vegetation from ten feet beyond the end of the bridge to the toe of the slope beneath the bridge. This activity shall include **Woody Vegetative Debris Management** as described in **SECTION 8.0** of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

14.0 ODA MOWING (INTERSTATE and PRIMARY ROUTES BUILT TO INTERSTATE STANDARDS)

Unit:	Acre
Quantity:	The entire quantity reported on the respective lot's ODA MOWING (INTERSTATE) roads list will be performed as a cycle.
When:	March 15 through November 15. The Engineer will direct the Contractor as to which sites are approved for ODA Mowing prior to commencement of mowing.
Where:	At permitted Outdoor Advertising Windows located along Interstate Routes. Includes Single-Face signs and Double-Face signs.
Frequency (Cycles):	Two times annually, estimated. The estimated frequency for the respective lot will be provided in APPENDIX 2. LOT SUMMARY with the bid solicitation.
Cycle Time:	See County Lot Summary. The minimum mowing rate per business day is 1 acre.
What:	All vegetation except trees.
How:	Refer to TYPICAL J. ODA SIGN STANDARD CUT and TYPICAL K. ODA SIGN MODIFIED CUT for the limits for Outdoor Advertising Window mowing. Mowing at ODA signs shall only occur within the ODA Window. There are two different ODA Window options available to sign owners. The first option is a total 500 foot window (Typical K). The second option is a 300 foot window (Typical J). The Engineer will communicate clearly the limits of the ODA Window Mowing for each ODA sign. Though both drawings in Typical J and K depict a sample double face ODA sign, like mowing limits apply respectfully to single face signs. <i>Note that the 300-foot ODA Window(s) may not occur exactly at the locations depicted on TYPICAL I. ODA SIGN STANDARD CUT.</i> Prior to mowing any ODA Window each Engineer shall consult with the respective SCDOT Regional ODA Coordinator to verify permitted ODA signs and to verify the ODA Window location for each sign. Significant hardwood trees with a caliper of twelve inches or more measure at five feet above the soil surface SHALL NOT BE DISTURBED . Tree limbs overhanging into the ODA Window SHALL NOT BE DISTURBED . Regardless of slope, vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall include Woody Vegetative Debris Management as described in SECTION 8.0 of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

DELIVERY DATE -- PURCHASE ORDER

All items shall be delivered within the days indicated on the Using Government Units purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT – SPECIAL

You shall submit a list of equipment intended for use in meeting the specifications of the contract. The listing should include only equipment available for deployment and ongoing use in this county to fulfill contract requirements. The listing shall be included with your offer submission.

You shall submit a short statement detailing the personnel you are able to deploy in this county to fulfill contract requirements.

You shall submit a completed and signed Attachment C – Certification of No SCDOT Commissioner Interest with your offer.

NOTE: An Offeror's failure to include the required information with their bid submission may result in a determination of non-responsive bid, causing the entire bid to be rejected.

MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)

- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

NOTE: Bidders who have received ongoing non-compliance notices while performing similar work for SCDOT or other agencies, in this or other counties, may be determined to be non-responsible, causing the bid to be rejected.

Bidders who have failed to complete work on an issued SCDOT Purchase Order may be considered to be non-responsible and their bids may be rejected.

QUALIFICATIONS -- REQUIRED INFORMATION

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS

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

AWARD TO ONE OFFEROR

Award will be made to one Offeror.

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The lowest bidder will be determined as the Offeror having the lowest Total Bid Price.

COMPETITION FROM PUBLIC ENTITIES

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to approval.

BANKRUPTCY - GENERAL

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EFT INFORMATION

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov>. The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document.

EQUAL OPPORTUNITY

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED

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

NO INDEMNITY OR DEFENSE

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

PAYMENT and INTEREST

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS

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

SURVIVAL OF OBLIGATIONS

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH 2 CFR 200.216

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

COMPLIANCE WITH LAWS

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE -- PRE-PERFORMANCE

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

The pre-performance conference will be scheduled by Greenville Maintenance.

CONTRACTOR PERSONNEL

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR'S OBLIGATION -- GENERAL

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

LICENSES AND PERMITS

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PERFORMANCE BOND REQUIRED (JAN 2006)

Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond.

PRICE ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES"

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

PRICING DATA -- AUDIT -- INSPECTION

(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits. (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 8 months and 8 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

A County Lot Summary with details on cycle number, quantities within a cycle, and days to complete has been published as a separate document with this solicitation.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	2,151.28	Acre		
Item Description: Routine Mowing Interstate Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for the remainder of Year 1, and each cycle will be for 537.82 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1,003,868	Linear Foot		
Item Description: Guardrail Mowing Interstates Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for the remainder of Year 1, and each cycle will be for 250,967 Linear Feet. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	4.39	Acre		
Item Description: Ditch Mowing Interstate Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There is 1 cycle planned for the remainder of Year 1, and each cycle will be for 4.39 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	20.40	Acre		
Item Description: ODA Mowing Interstate Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are up to 2 cycles planned for the remainder of Year 1, and each cycle will be for 10.2 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	10.53	Acre		
Item Description: Bridge Veg Mowing Interstate Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There is 1 cycle planned for the remainder of Year 1, and each cycle will be for 10.53 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	3,226.92	Acre		
Item Description: Routine Mowing Interstate Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 6 cycles planned for Year 2, and each cycle will be for 537.82 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	1,505,802	Linear Foot		
Item Description: Guardrail Mowing Interstates Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 6 cycles planned for Year 2, and each cycle will be for 250,967 Linear Feet. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	8.78	Acre		
Item Description: Ditch Mowing Interstate Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 2 cycles planned for Year 2, and the cycle will be for 4.39 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
9	40.80	Acre		
Item Description: ODA Mowing Interstate Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are up to 4 cycles planned for Year 2, and each cycle will be for 10.2 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
10	21.06	Acre		
Item Description: Bridge Veg Mowing Interstate Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 2 cycles planned for Year 2, and each cycle will be for 10.53 Acres. Quantities are estimates only.				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENT A: IMPORTANT TAX NOTICE – NONRESIDENTS ONLY

ATTACHMENT B: OFFEROR’S CHECKLIST

ATTACHMENT C: CERTIFICATION OF NO SCDOT COMMISSIONER INTEREST

TYPICALS:

TYPICAL A: SIGN DETAIL

TYPICAL B: SIGN PLACEMENT

TYPICAL C: ROUTINE MOWING/ INTERSTATE SHOULDERS

TYPICAL D: ROUTINE MOWING/ INTERSTATE MEDIANS

TYPICAL E: ROUTINE MOWING/INTERSTATE INTERCHANGES

TYPICAL F: ROUTINE MOWING/INTERSTATE INFORMAITON – GUIDE SIGNS

ROUTINE MOWING TYPICAL 2

ROUTINE MOWING TYPICAL 2 w. BRUSH MANAGEMENT

TYPICAL G: RAIL MOWING

TYPICAL H: DITCH MOWING INTERSTATE

TYPICAL I: BRIDGE MOWING

TYPICAL J: ODA SIGN STANDARD CUT

TYPICAL K: ODA SIGN MODIFIED CUT

APPENDIX ITEMS:

APPENDIX 1: ROADS LIST/MAP - Uploaded as separate attachment

APPENDIX 2: LOT SUMMARY – Uploaded as separate attachment

APPENDIX 3: NON-COMPLIANCE NOTICE

APPENDIX 4: CONTRACTOR’S DAMAGE CLAIM CONTACT INFORMATION

EXHIBIT 1: WEEKLY SCHEDULE

ATTACHMENT A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

ATTACHMENT B

OFFEROR'S CHECKLIST AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS. • MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PREBID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT C

CERTIFICATION

NO SCDOT COMMISSIONER INTEREST OR
RECENT SCDOT EMPLOYEE INTEREST

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
 - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member’s term of appointment and for one year after the termination of the appointment.
 - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member’s term of appointment and for one year after the termination of the appointment.

2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By : _____
(Signature)

Print Name: _____

Date: _____

Its: _____

TYPICAL A. SIGN DETAIL



W21-9A-48;

48.00" across sides 3.00" Radius, 1.25" Border, 0.75" Indent, Black on Orange;

[MOWING] C; [NEXT] C; [3] C; [MILES] C;

SIGN NO.: W21-9A-48

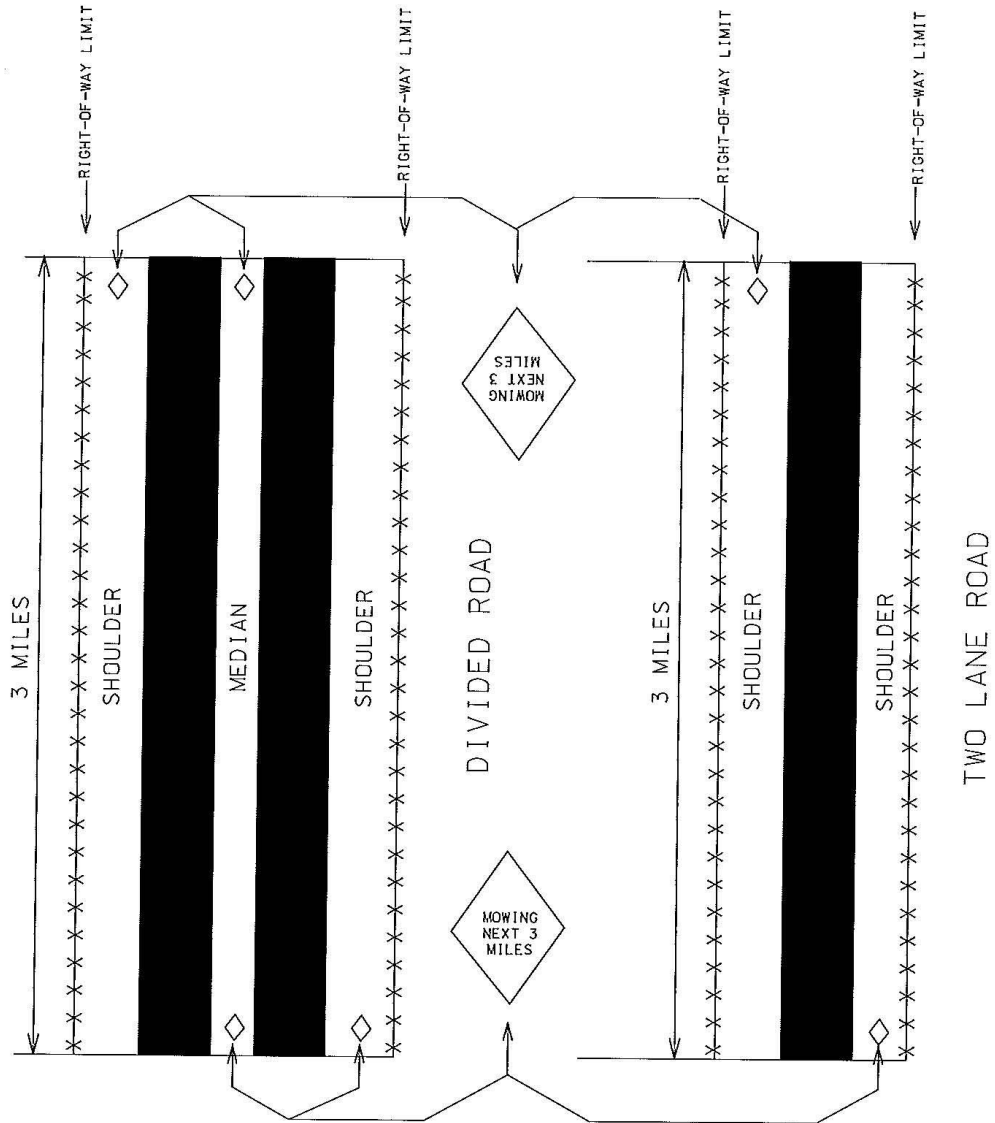
DATE: August 7, 2013

FILE NAME: W21-9A-48.DGN

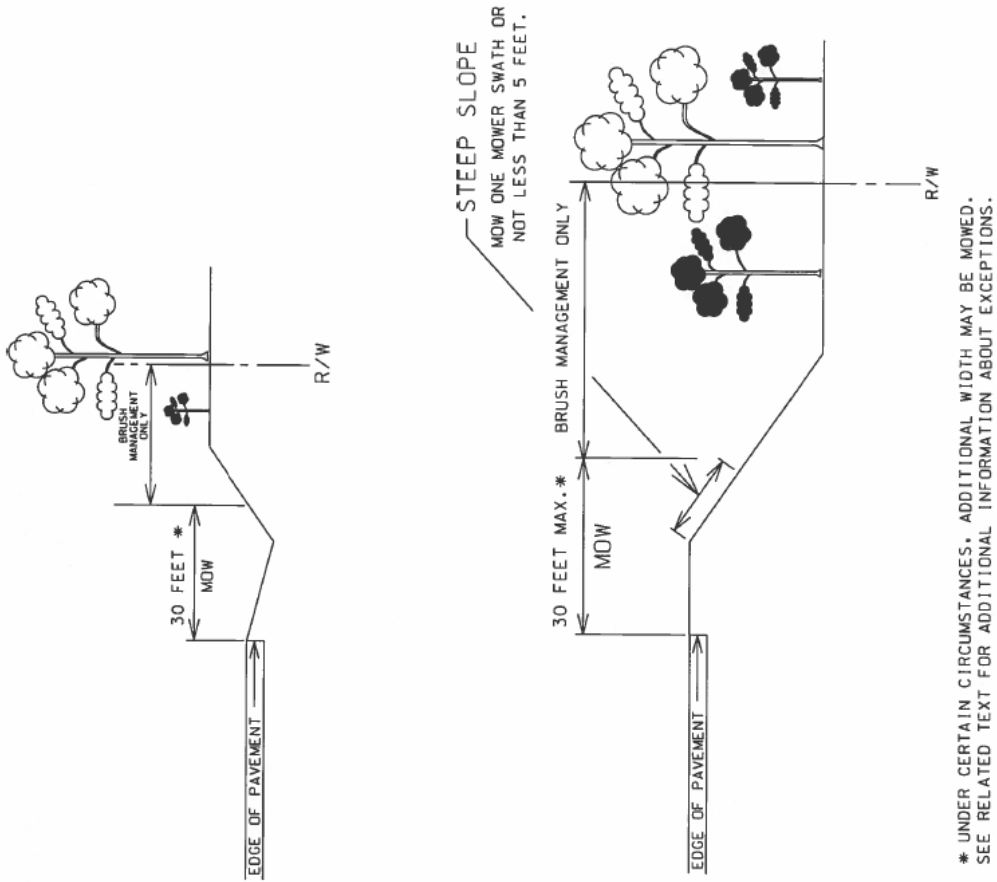
CADD DIRECTORY: T:/SIGNING/STANDARD SIGNS

DESIGNED BY: JTE

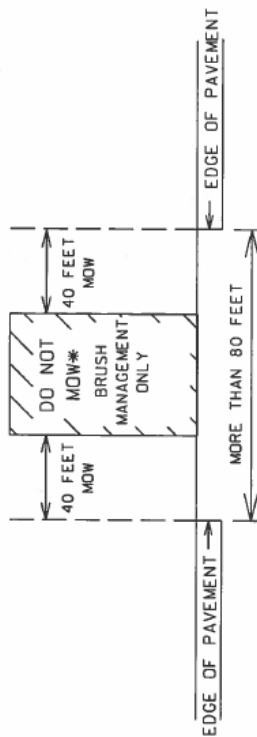
TYPICAL B. SIGN PLACEMENT



TYPICAL C. ROUTINE MOWING (Interstate Shoulders/Roadsides)

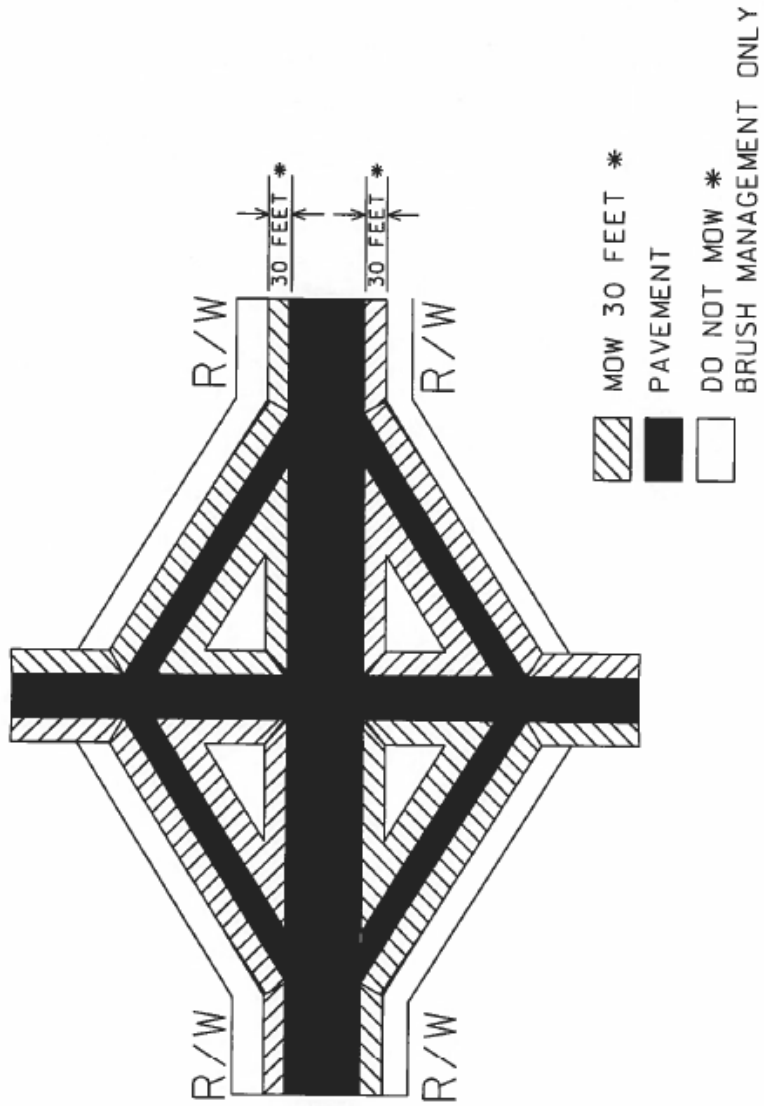


TYPICAL D. ROUTINE MOWING (Interstate Medians)



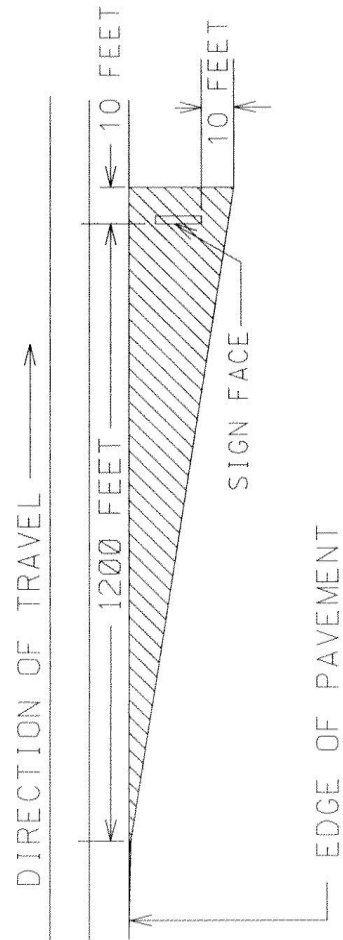
* UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL WIDTH MAY BE MOWED.
SEE RELATED TEXT FOR ADDITIONAL INFORMATION ABOUT EXCEPTIONS.


TYPICAL E. ROUTINE MOWING (Interstate Interchanges)



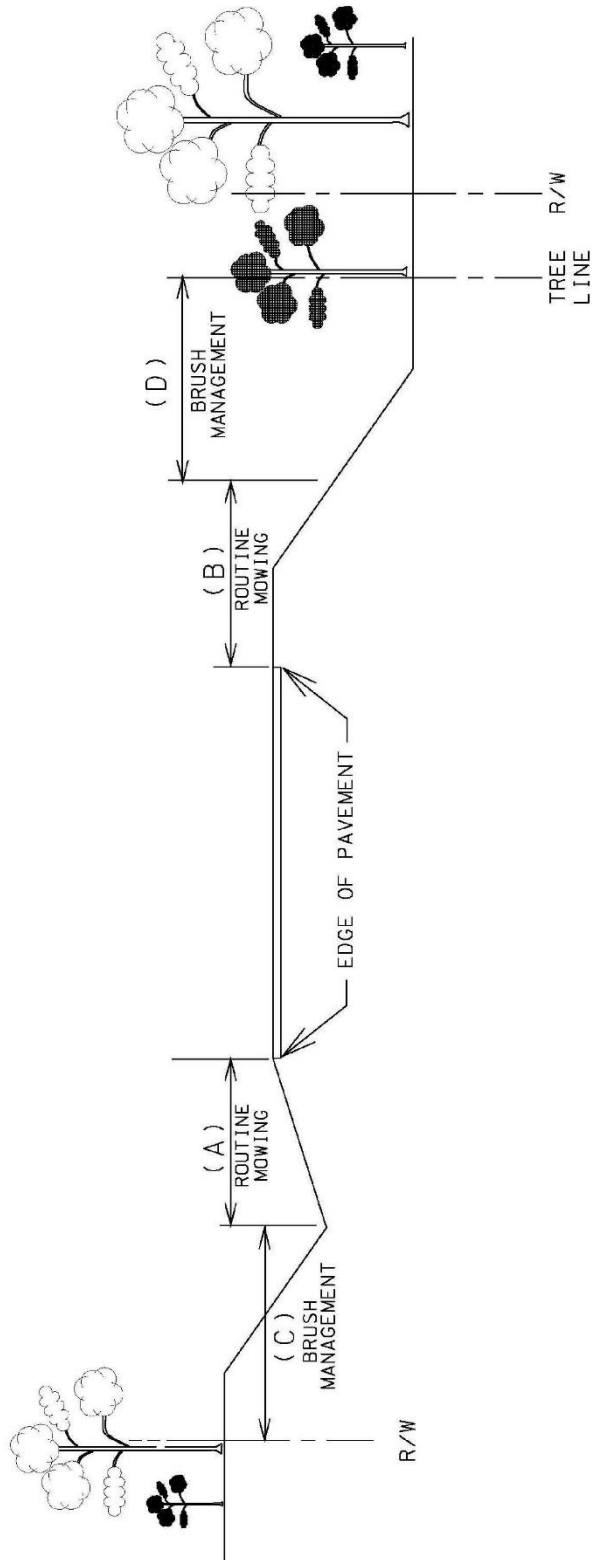
* UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL WIDTH MAY BE MOWED.
SEE RELATED TEXT FOR ADDITIONAL INFORMATION ABOUT EXCEPTIONS.

TYPICAL F. ROUTINE MOWING (Interstate Information/Guide Signs)



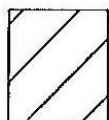
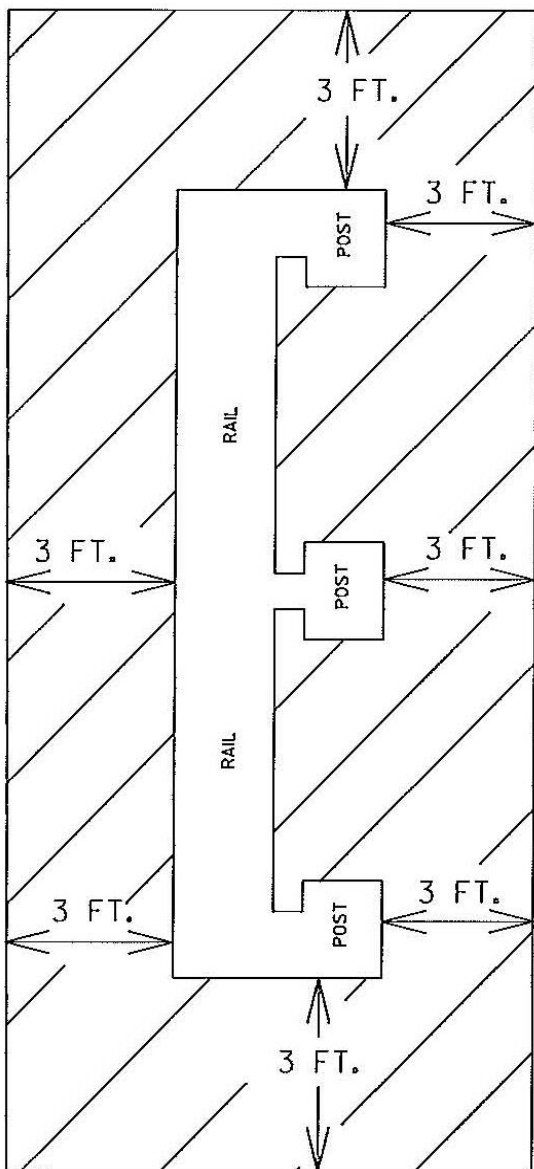
 = ROUTINE MOWING AREA FOR INTERSTATE INFORMATION & GUIDE SIGNS

ROUTINE MOWING TYPICAL 2 WITH BRUSH MANAGEMENT (Mechanical) LIMITS



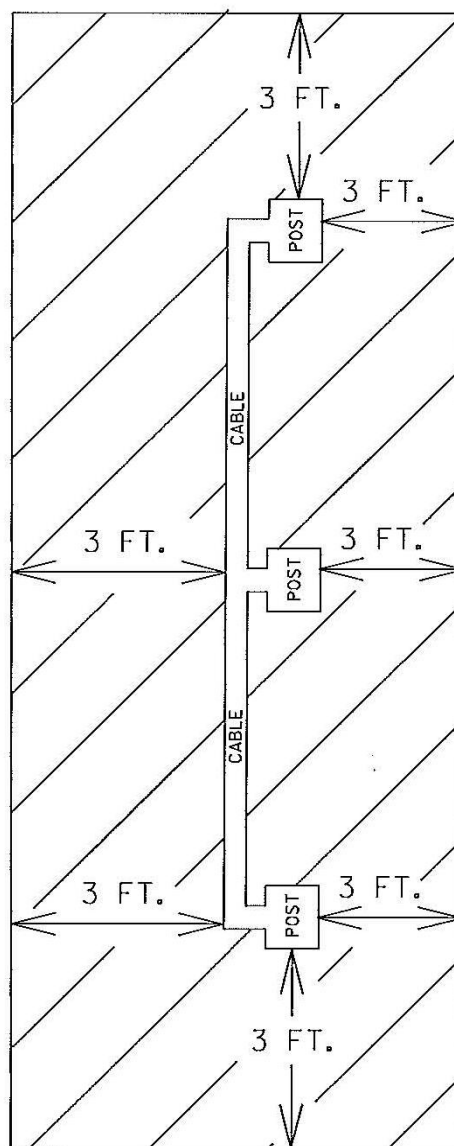
TYPICAL G. RAIL MOWING

Guardrail



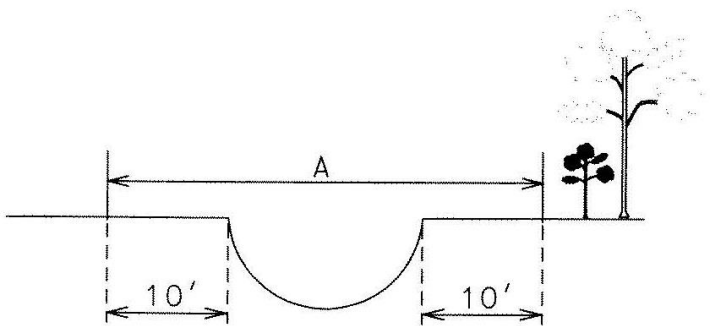
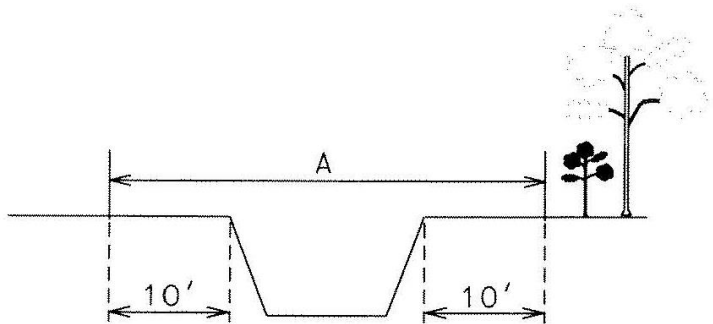
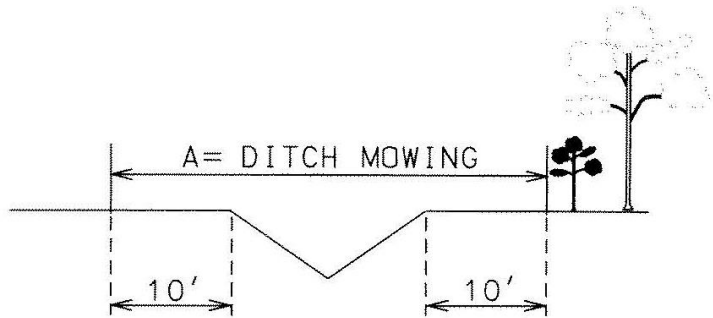
MOW

Cable Rail



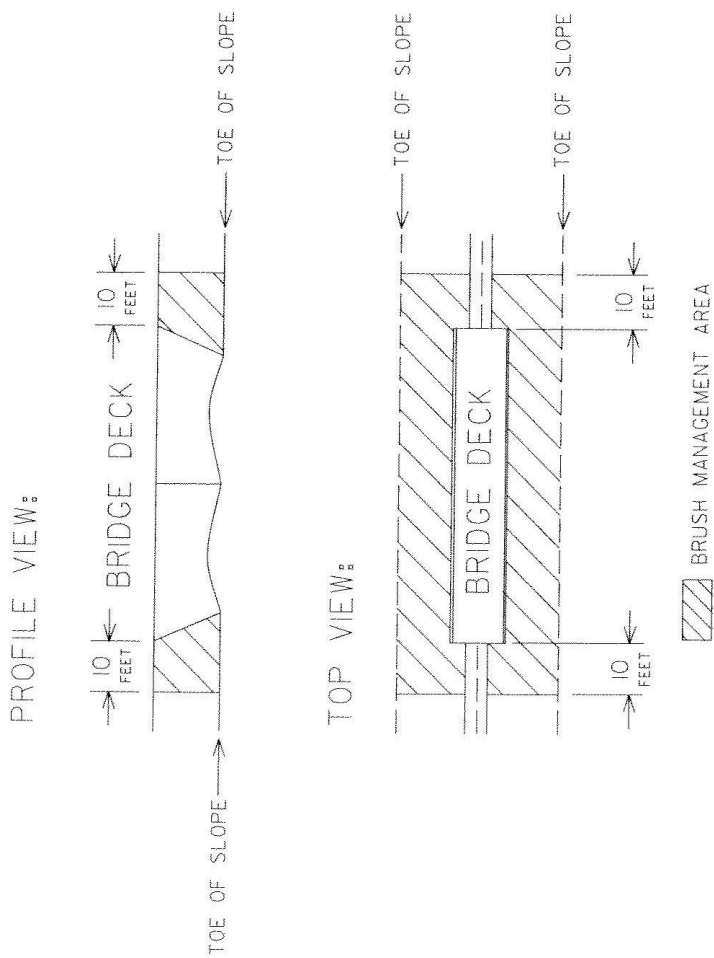
MOW

TYPICAL H. DITCH MOWING (INTERSTATE)



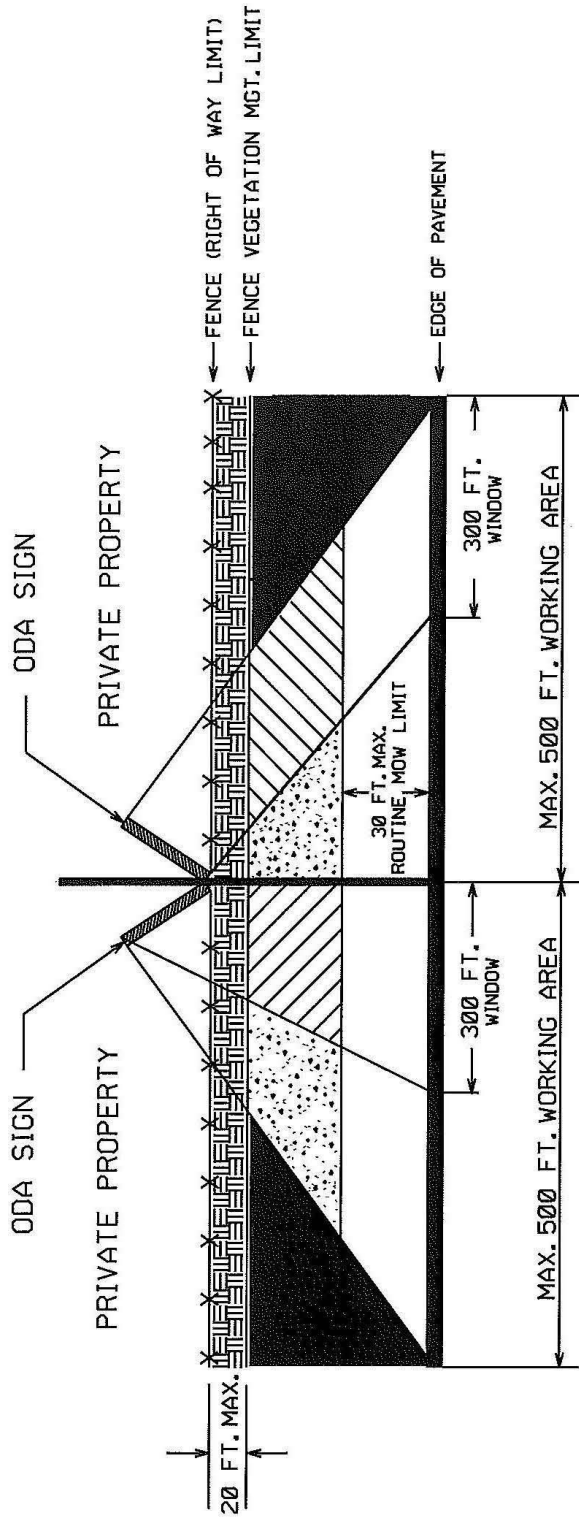
A) DITCH MOWING CONSISTS OF MOWING THE DITCH AND 10 FEET ON EACH SIDE OF THE DITCH.

TYPICAL I. BRIDGE MOWING








TYPICAL J. ODA SIGN STANDARD CUT

STANDARD VEGETATION WINDOW CUT

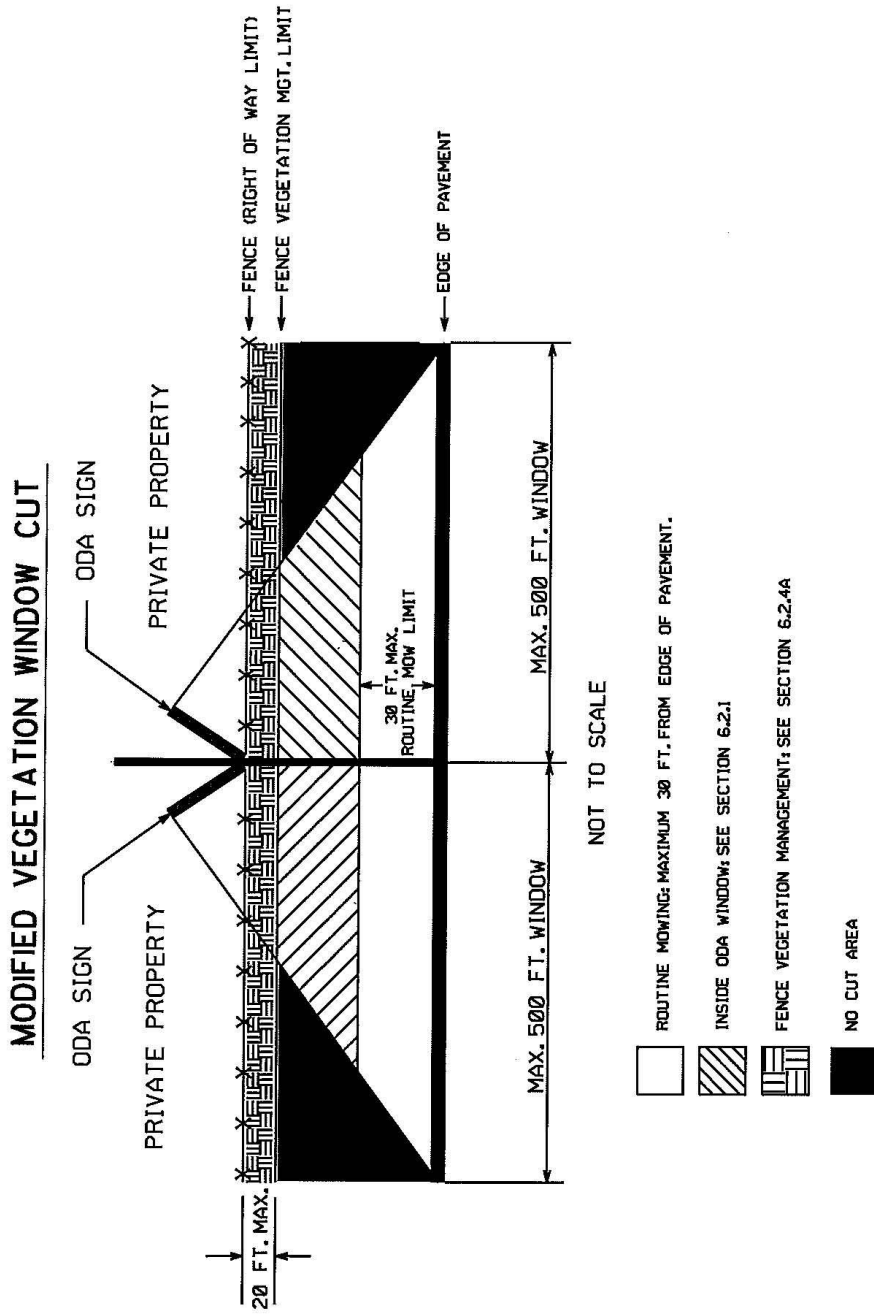


NOT TO SCALE

-  ROUTINE MOWING: MAXIMUM 30 FT. FROM EDGE OF PAVEMENT.
-  INSIDE ODA WINDOW: SEE SECTION 6.2.1
-  OUTSIDE ODA WINDOW: SEE SECTION 6.2.4.B
-  FENCE VEGETATION MANAGEMENT: SEE SECTION 6.2.4.A
-  NO CUT AREA

Notes refer to section 6 of the SC DOT Vegetation Management Guideline

TYPICAL K. ODA SIGN MODIFIED CUT



Notes refer to section 6 of the SC DOT Vegetation Management Guideline

APPENDIX 1. ROADS LISTS, MAPS

Maps are attached separately in SCEIS

APPENDIX 2. LOT SUMMARY

The Lot Summary is attached separately in SCEIS

APPENDIX 3. NON-COMPLIANCE NOTICE

DATE:

TO:

FROM:

RE: CONTRACT #:

PURCHASE ORDER #:

Attention:

The following item has been determined to be in non-compliance with the contract specifications. A non-refundable deduction will be assessed and deducted from your invoice as shown:

TIER	ITEM	SPECIFICATION	NON-REFUNDABLE DEDUCTION
<i>Insert</i>	<i>Insert</i>	<i>Insert</i>	<i>Insert</i>

The non-compliance item occurred as follows:

(INSERT DATE)
(INSERT ROUTE, DIRECTION, AND MILE POINT)
(INSERT DETAILS)

Per the contract specifications, you have three business days upon receipt of this notification to respond and to dispute, in writing, this deduction.

CC: SCDOT DIRECTOR OF PROCUREMENT
SCDOT DIRECTOR OF MAINTENANCE
SCDOT DISTRICT ENGINEERING ADMINISTRATOR

APPENDIX 4. Contractor's Damage Claim Contact Information

Contractor: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____


Please fill in the form above with the contact information for the contractor's representative designated to handle claims for third party property damage and personal injury

Insurance Company Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

Please fill in the form above with the contact information for the contractor's insurance company representative designated to handle claims for third party property damage and personal injury.

Exhibit C

	State of South Carolina Invitation For Bid EXEMPT	Solicitation: 5400023422 Date Issued: 05/13/2022 Procurement Officer: Laura Bagwell Phone: 803-737-1013 E-Mail Address: bagwelllb@scdot.org Mailing Address: SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191
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DESCRIPTION: ***PRIMARY/SECONDARY MOWING 2022-2023 - GREENVILLE**

USING GOVERNMENTAL UNIT: **SC Department of Transportation**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **05/26/2022 @ 2:30P.M.**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/20/2022 @ 2:30 P.M.**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE**

CONFERENCE TYPE: **Pre-Bid**
DATE & TIME: **05/19/2022 @ 11:00 A.M.**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **This Pre-bid conference will take place via teleconference only. Dial-in: 1-800-753-1965 Access code: 7236783. Please register with the Procurement Officer by 5:00 PM, May 18, 2022.**

AWARD &
AMENDMENTS

Award will be posted on **06/07/2022**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <https://procurement.sc.gov/osp/preferences>. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] *****PREFERENCES DO NOT APPLY*****

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

*****PREFERENCES DO NOT APPLY*****

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

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I. SCOPE OF SOLICITATION

The South Carolina Department of Transportation (SCDOT) is soliciting bids for Routine Mowing in Greenville County. Mowing activities will be primary and secondary roads to include guardrail mowing. Work must meet all specifications detailed in Section III of this Solicitation Document.

This solicitation is exempt pursuant to 11-35-710(1).

ACQUIRE SERVICES

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD - ESTIMATED

Start date: **06/20/2022** End date: **03/01/2024**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. The initial term of the contract will be one (1) year, with the possibility of one (1) one-year renewal, for a total potential contract period of two (2) years. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION

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

AUTHORIZED AGENT

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

AWARD NOTIFICATION

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT

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

BID ACCEPTANCE PERIOD

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

DRUG FREE WORK PLACE CERTIFICATION

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders

regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE

Do not include any sales or use taxes in Your price that the State may be required to pay.

OPEN TRADE REPRESENTATION

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

PROTESTS

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within five days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROHIBITED COMMUNICATIONS AND DONATIONS

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*

PUBLIC OPENING

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation.

SIGNING YOUR OFFER

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid

opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA

(a) Any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected".

SUBMITTING A PAPER OFFER OR MODIFICATION

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

VENDOR REGISTRATION MANDATORY

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)

WITHDRAWAL OR CORRECTION OF OFFER

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL

Pre-Bid/Proposal Conference Date and Time: **05/19/2022 @ 11:00 A.M.**

Location of Pre-Bid/Proposal Conference: **This pre-bid conference will be held via teleconference only. Dial-in: 1-800-753-1965 Access Code: 7236783. Please register with the Procurement Officer by 5:00 PM on May 18, 2022.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

ON-LINE BIDDING INSTRUCTIONS

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2. Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4. Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

PROTEST - CPO ADDRESS - SCDOT

Any protest must be addressed to the SCDOT Chief Procurement Officer, South Carolina Department of Transportation, and submitted in writing

(a) by email to: PlayerJD@scdot.org

(b) by post or delivery to: PO Box 191, Columbia, SC 29202 or 955 Park St, Room 101, Columbia, SC 29201.

UNIT PRICES REQUIRED

Unit price to be shown for each item.

III. SCOPE OF WORK/SPECIFICATIONS

1.0 OVERVIEW

1.1 Location

This work will be performed in **Greenville County**. Work will be under the direction of staff located at the **SCDOT Greenville Maintenance Facility**.

1.2 Intent

This document provides specifications for the following activities and associated activities within the South Carolina Department of Transportation (SCDOT) rights-of-way:

ACTIVITIES:

- **Routine Mowing (Interstate): includes Shoulders, Medians, Interchanges, Signs and Structures**
- **Routine Mowing (Primary): includes Shoulders, Medians, Interchanges, Signs and Structures**
- **Routine Mowing (Secondary): includes Shoulders, Medians, Interchanges, Signs and Structures**
- **Rail Mowing (Primary): includes Guardrail and Cable rail**
- **Rail Mowing (Secondary): includes Guardrail and Cable rail**
- **Bridge Mowing (Primary)**
- **Bridge Mowing (Secondary)**
- **ODA Mowing (Primary)**
- **Brush Management**

ASSOCIATED ACTIVITIES:

- **Work Zone Traffic Control**
- **Woody Vegetative Debris Management**

Work will be inspected/monitored by SCDOT.

Actual locations (i.e., Lists of roads) and the quantities (i.e., acres) will be provided with the bid solicitation. In accordance with TYPICALS in these specifications, all measurements are made horizontally, except on steep slopes. On steep slopes, measurements are along the slope. Acreage calculations for mowing reflect areas to be mowed. Acreage calculations for brush management reflect areas outside of the routine mowing limits where brush management is to be performed.

A map of county routes has been posted with this solicitation. Additional maps may be provided by SCDOT at the mandatory pre-bid conference or may be picked up during the optional site visit.

All mowing, brush management, and associated activities described herein shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, labor, licenses, fuel, and incidentals. Each mowing activity (i.e., each line item) is independent and SCDOT may request to have one or more mowing activities start on the same date and/or be performed at the same time.

Generally, routine mowing and rail mowing will not be permitted before March 15 or after November 15 of each year. Only acres satisfactorily mowed/completed per the specifications, including associated activities, through November 15 are eligible for payment, even if the activity cycle is incomplete. (i.e., a Contractor may not invoice SCDOT nor will the Contractor receive payment for any portion of a routine mowing cycle or rail mowing that is not satisfactorily completed per the specifications by November 15). EXCEPTION to the March 15 through November 15 Period will only occur when directed by the Engineer as approved by the SCDOT District Engineer.

Brush Management may be performed year round subject to the same weekend, holiday, and inclement weather restrictions that apply to mowing operations.

The areas within the SCDOT rights-of-way where **MOWING / BRUSH MANAGEMENT** will occur will be in accordance with limits established in these specifications and will be monitored by the respective SCDOT Resident Maintenance Engineer or appointee such as an inspector, hereinafter referred to as the Engineer. The bidder who successfully enters into a

contractual agreement with SCDOT to perform **MOWING / BRUSH MANAGEMENT** described in the specifications is hereinafter referred to as the Contractor.

Brush Management may be included in the bid items at the discretion of the Engineer. The area to be cut underbrush management will be established and listed for each road. The area for brush management may vary from road to road. In general, brush management is performed from the routine mowing limit to the right of way (or fence line, tree line, etc.). However, for the purposes of this contract, the engineer may elect to limit the area to a set distance from the edge of the routine mowing typical.

Bid lots will be separate. Generally, one lot represents one county. The activity start date of one lot is independent from another lot. *For example, if a bidder is awarded multiple lots, he/she may be requested to start work in those lots (i.e., in multiple counties) on the same date and/or perform work at the same time (i.e., simultaneously/concurrently).* **Likewise, each line item within a lot is independent.** *For example, the Engineer may request that work begin on the same date and/or be performed at the same time for primary routes and secondary routes within the same county.*

1.1.1 Primary and Secondary Schedule

The frequencies (i.e. cycles) advertised throughout these specifications are a general statewide guide and are **ESTIMATES ONLY**. The frequency of each activity may fluctuate (i.e., may increase or decrease) for any reason including but not limited to funding, weather conditions, and/or agency directive. Some lots (counties) may advertise estimated activity frequencies on the respective **APPENDIX 2. LOT SUMMARY** that are different from the estimated frequencies reported in these specifications. Regardless, the frequencies advertised anywhere herein or in any associated document are **ESTIMATES ONLY**.

1.2 Length of Contract

The contract period will be for 1 year with potential for 1 annual renewals (total contract potential is 2 years).

2.0 DEFINITIONS

2.01 SCDOT

SCDOT refers to the South Carolina Department of Transportation.

2.02 Procurement

Procurement refers to the SCDOT Procurement Office.

2.03 Engineer / Inspector

Engineer refers to the respective county SCDOT Resident Maintenance Engineer or appointee, such as an inspector.

2.04 Contractor

Contractor refers to the bidder who successfully enters into a contractual agreement with SCDOT to perform the mowing activities described in these specifications.

2.05 Mowing Vegetation

Any plants including woody vegetation up to one inch diameter measured at a height of five feet above the ground surface.

2.06 Tree

A tree is defined as a plant of woody nature, generally single-stemmed, that has a diameter of larger than three inches measured at a height of five feet above the ground surface.

2.07 Tree Line

The tree line is defined as the edge of the relatively straight line of trees **closest to the roadway**. The tree line will only alter where there is a distance of fifteen feet or more between the trees closest to the roadway. The Engineer shall determine the tree line.

2.08 Brush

Brush is defined as plants of woody nature that may have several stems and has a diameter, measured per single stem, of three inches or less measured at a height of five feet above the ground surface.

2.09 Steep Slope

A steep slope is defined as a slope of 2:1 (i.e., 30 degrees) or greater.

2.10 Interstate Segment

A segment of the interstate is defined by the continuous interstate roadway between interchanges/intersections.

2.11 Inclement Weather

As determined by the Engineer, inclement weather is defined as any time during the allowed hours of operation whereby weather or conditions due to weather: 1) prevents safe performance of the activity (e.g., impaired visibility, slippery conditions), 2) performing the activity will likely result in damage to SCDOT property (e.g., equipment-induced ruts in soil surface due to wet/soggy conditions), or 3) prevents the work from being performed satisfactorily to meet the requirements of the specifications. The minimum increment of inclement weather is ½ day (= minimum 4 hours). The Engineer shall advise the Contractor of the number of approved inclement weather days as they occur. No mowing activity of any type (including but not limited to mowing such as hand trimming performed using line trimmers, push mowers, etc.) is permitted when the Engineer declares that Inclement Weather is in effect.

2.12 Rail

Rail is a general term used to define all types of guardrail and cable rail. Rail length is measured in linear feet in one direction, from a beginning mile point to an ending mile point.

2.13 Business Day

A business day is defined as any weekday (i.e., Monday through Friday), excluding observed State holidays. Saturday is not considered a business day.

2.14 R/W and/or ROW

The abbreviations, R/W and/or ROW, appearing on some typicals, refer to the SCDOT right-of-way limit.

2.15 ODA

The abbreviation ODA, appearing on some typicals, refers to Outdoor Advertising Windows.

2.16 Structure

A structure is any SCDOT component or appurtenance, except rail and signs, that is associated with its road system. Structures include but are not limited to culverts/pipes, catch basins, manhole covers, etc.

2.17 Sign

A sign is any SCDOT sign including but not limited to information and guide signs installed within the SCDOT right-of-way EXCEPT logo signs. A logo sign is a sign erected along interstate routes that usually has a blue-colored background and contain advertisement for businesses, excluding hospitals.

2.18 Vegetation

Vegetation is defined as plants.

2.19 Estimated Annual Frequency

Estimated annual frequency refers to the number of times that a mowing activity cycle is anticipated to occur during the period from March 15 through November 15. Brush Management may be performed at any time throughout the year at the discretion of the engineer.

2.20 District Engineer

District Engineer refers to the District Engineering Administrator or their designee in each District.

3.0 GENERAL PROVISIONS

3.01 Standard Specifications

The Contractor must adhere to the rules and regulations of the latest edition of the **South Carolina Department of Transportation Standard Specifications for Highway Construction**, <https://www.scdot.org/business/standard-specifications.aspx> (hereinafter called **Standard Specifications**).

NOTE: Bidders who have received ongoing non-compliance notices while performing similar work for SCDOT or other agencies in this or other counties may be determined to be non-responsible, causing the bid to be rejected.

Bidders who have failed to complete work on an issued SCDOT Purchase Order may be considered to be non-responsible and their bids may be rejected.

3.02 Work Quantities/Modifications/Exceptions

3.02.01 Work Quantities

The acres for each mowing activity and the estimated annual frequency (i.e., number of cycles that will occur during the period March 15 through November 15) are shown in **APPENDIX 2. LOT SUMMARY**.

Acres for the mowing activities are presented by: route type, route number, beginning mile point and ending mile point. Acres are calculated by multiplying the length of the route by the **average** width of mowing as defined by the Mowing Typical assigned for that route.

3.02.02 Modified Quantities

Section 104.04 of the **Standard Specifications** shall apply with modifications herein. Upon written agreement with the Contractor per contract amendment by Procurement, SCDOT may modify the quantity of the included mowing activity (i.e., Line Item) by adding or deleting roads or increasing or decreasing acreage. No changes in activities/line items are permitted (e.g., if Bridge Mowing was not included in the contract, it cannot be added).

Due to the increased occurrence of interstate widening and/or improvement projects, it has become more common place for large areas of interstate mowing quantities to be affected. In order to protect the contractor/SCDOT from unforeseen quantity fluctuations, the following schedule of unit price adjustments will apply in lieu of negotiations for specific instances. If actual acreages increase compared to original contract quantities for a mowing/brush management cycle, the unit bid price will decrease as shown below. If actual acreages decrease compared to original contract quantities for a mowing/brush management cycle, the unit bid price will increase as shown below.

Decrease/Increase in mowing/brush management quantities	Up to 10%	10% to 15%	15% to 20%	20% to 25%	25% to 30%	30% to 35%	35% to 40%	40% to 45%	45% to 50%
Increase/Decrease in unit price	0%	5%	7.5%	10%	12.5%	15%	17.5%	20%	25%

Any reduction or increase in total quantities for routine mowing or brush management per cycle in excess of 50% may result in renegotiation of the bid price.

3.02.03 Disputed Quantities

The Contractor must report disputed quantities to the Engineer before the completion of the second cycle (**first year only**). When a Contractor disputes the quantities reported on the Purchase Order, the following process will be instituted:

1. The Contractor reports the discrepancy to the Engineer.
2. The Engineer investigates.
3. The Engineer and the Contractor reach an agreement. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer who will serve as the arbitrator for the case.
4. The Engineer reports the agreement, if any reached, to Procurement. If necessary, the Engineer requests a change in the contract.
5. If a change is approved by Procurement, Procurement modifies/amends the contract (within allowable contracting limits). The Engineer modifies the Purchase Order accordingly.

3.02.04 Construction Projects

Mowing within the limits of a construction project will be as directed by the Engineer.

3.03 Pre-Work Procedures

3.03.01 Site Visit

Pre-Bid site visits are not mandatory but are highly recommended. Each bidder must fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of these specifications. The failure of the bidder to visit the sites prior to bid submittal does not relieve the bidder of the responsibility of meeting the requirements of the Bid or Specifications nor will it be a cause for modifying and/or adjusting prices submitted.

3.03.02 Pre-Performance Meeting

Section 108.2 of the Standard Specifications shall apply. A pre-performance meeting shall be held after the purchase order, prior to beginning mowing. This meeting shall be used to review appropriate details of the work. Additionally during the meeting, the Contractor shall provide to the Engineer the name and phone number of the responsible foreman or superintendent on the job. This person will be available within an hour's notice, if needed. All work performed by the Contractor shall be subject to the supervision and satisfaction of the Engineer.

3.04 Work Expectations and Limitations

Section 107.16 (Preservation and Restoration of Property, Tree, Monument, etc.) of the Standard Specifications shall apply. **Section 107.17 (Forest Protection)** of the Standard Specifications shall apply.

3.04.01 Activity Cycle Start Date

The Contractor shall begin the requested brush management and/or mowing activity on the start date announced by the Engineer, unless inclement weather occurs on that date as determined by the Engineer. Work may begin prior to the announced start date only if the Engineer approves. No mowing shall commence prior to March 15.

3.04.02 Weekly Schedule

Prior to commencing the activity cycle, the Contractor shall furnish the Engineer a written activity schedule for a one-week period prior to commencing the respective mowing activity each week. The schedule shall indicate the locations where the mowing activity is expected to occur during that week. **No work shall commence until the respective weekly schedule is provided.** (See Schedule Form in Appendix 5)

3.04.03 Activity by SCDOT Forces

SCDOT reserves the right to perform any mowing activity with its right-of-way at any time during the life of the contract using its forces.

3.04.04 Hours and Days

All activity including moving to and from the work site shall be confined to the hours of sunrise to sunset. No work shall be performed on Sundays or State-observed Holidays. Work performed in metropolitan areas (e.g., Greenville, Spartanburg, Rock Hill, Columbia, Charleston) may be restricted to specific times at the discretion of the Engineer to minimize traffic disruption. Work is permitted on Saturdays but this day is not considered a business day. Work performed on Saturdays is still subject to the specifications herein.

3.04.05 Worker Attire

At a minimum, workers shall wear a shirt with a factory hemmed sleeve or blouse and long pants or trousers worn as intended. Tank tops, cutoff shirts and shorts are not appropriate work attire. Refer also to **SECTION 7.04 Work Zone Traffic Control – Worker Requirements** of these specifications.

3.04.06 Work Progression and Completion

Section 108.03 of the **Standard Specifications** shall apply. Work shall be performed diligently with sufficient personnel and equipment to ensure the completion of the activity cycle by the end of the pre-determined number of **business days to complete the cycle** as indicated in **APPENDIX 2. LOT SUMMARY**. Work shall not be suspended for any reason other than inclement weather. No mowing will be permitted after November 15, even if the cycle in progress is incomplete. **EXCEPTION to the March 15 through November 15 Period will only occur when directed by the Engineer as approved by the SCDOT District Engineer.**

The contractor shall submit (in writing) a list of completed roads to the Engineer at the end of each work day.

3.05 Negligent Operation – Damage to SCDOT Property

The Contractor shall conduct work with care and diligence to prevent damage to SCDOT property. Negligent operation by the Contractor that results in damage to SCDOT property shall result in a notification of non-compliance and a non-refundable deduction assessed per offense AND a charge of the actual cost incurred by SCDOT to repair the damage.

The Engineer shall verbally notify the Contractor within two business days of discovered damage to SCDOT property. Within two business days following the verbal notification, the Engineer shall notify the Contractor of the damage sustained and the assessed non-refundable deduction, in writing, using the **NON-COMPLIANCE NOTICE** (APPENDIX 3).

If the contractor performs work on roads that were not included in the submitted weekly schedule as required under **3.04.02**, the contractor is still liable for any damage done to SCDOT property on roads that have been mowed without prior notice to the department. If this occurs, the requirement for the Engineer to notify the contractor of damage within two business days is negated. Any occurrence will result in a notice of non-compliance and a non-refundable deduction regardless of the date of occurrence as long as the Engineer follows the requirements of notification as described here (**3.05**) within twenty four hours of the discovery of the damage.

Examples of damage to SCDOT property due to negligent operation include but are not limited to:

- leaning/bent/fallen signs
- damage to an SCDOT structure
- damage to non-target roadside vegetation
- damage to rail
- damage to the road surface
- scattering of litter and debris packaged in trash bags

The Contractor shall not attempt to repair damage to SCDOT property.

If SCDOT has to repair an item damaged back to SCDOT standards it is considered an offense. As a result, a non-compliance notice will be issued and a non-refundable deduction will be assessed. *For example, if the Contractor damages a sign that has 2 posts and 2 panels, the Contractor will be assessed one non-compliance notice and assessed the non-refundable deduction amount announced in the TABLE OF NON-COMPLIANCE ITEMS in SECTION 3.06 of these specifications plus the cost to repair the sign. If the Contractor damages another sign in a different location, even on the same day, this is considered a separate incident and the Contractor will be assessed another non-compliance notice and will again be assessed the non-refundable deduction amount announced in the TABLE OF NON-COMPLIANCE ITEMS in SECTION 3.06 of these specifications plus the cost to repair the sign .*

3.06 Non-Compliance / Non-Refundable Deductions / Contract Termination

Non-Compliance: The Engineer determines that the Contractor has failed to comply with work required under the terms of the contract as written in the specifications. Non-compliance items are divided into two categories as follows:

CATEGORY A: Category A items of non-compliance may result in non-refundable deductions against the Contractor **AND** the Contractor may be subject to contract termination. Receipt of three (3) or more non-compliance notices for Category A items may result in contract termination.

CATEGORY B: Category B items of non-compliance may result in non-refundable deductions against the Contractor **AND** the Contractor may be subject to contract termination. Receipt of two (2) or more non-compliance notices may result in contract termination.

Non-Refundable Deductions: Non-refundable deductions assessed will be deducted from the Contractor’s invoice for payment.

The list of non-compliance items and respective non-refundable deductions is provided below in the **TABLE OF NON-COMPLIANCE ITEMS**.

- The Engineer may suspend work if non-compliance occurs, regardless of category, until actions are corrected.
- The Engineer will report Non-Compliances and Non-Refundable Deductions assessed to the Contractor using the **NON-COMPLIANCE NOTICE (APPENDIX 3)**, by email within three business days of non-compliance identification.
- The receipt of three (3) or more Category A items or two (2) or more Category B items may result in corrective action, up to and including contract termination.
- The Contractor shall reply to the Engineer’s non-compliance email within two business days of receipt. The Contractor must dispute any non-refundable deductions in writing within three business days of receipt of notification of assessment.
- The Engineer and the Contractor reach an agreement. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer or his/her designee who will serve as the arbitrator for the case. The District office may elect to involve the State Vegetation Manager to assist in the arbitration.

TABLE OF NON-COMPLIANCE ITEMS			
Category	Item	Specification	Non-Refundable Deduction
A	Inclement Weather	2.11, 4.04	\$500 per offense
	Pre-Construction Conference	3.03.05	\$500 per offense
	Weekly Schedule and Reporting	3.04.02 3.04.06	\$500 per offense
	Work Hours and Days	3.04.04	\$500 per offense
	Worker Attire	3.04.05	\$500 per offense
	Negligent Operations-Damage to SCDOT Property	3.05	\$500 per offense + repair cost
	Equipment-General, Travel, Parking	6.01, 6.02, 6.03	\$500 per offense

	Woody Vegetative Debris Management	8.0	\$750 per offense
	Vegetative Debris on Road Surface	All Activities	\$500 per offense
	Routine Mowing	10.0, 11.0, 12.0	\$750 per offense
	Brush Management	9.0	\$750 per offense
	Rail Mowing	13.0, 14.0, 15.0	\$750 per offense
	Ditch Mowing	16.0	\$750 per offense
	Bridge Mowing	17.0, 18.0, 19.0	\$750 per offense
	ODA Mowing	20.0, 21.0	\$750 per offense
B	Activity Start Date	3.04.01	\$1,000 per business day until work begins
	Work Progression(i) and Completion(ii)	3.04.06	(i) \$1,000 per business day that work is suspended (ii) \$1,000 per business day until work is complete
	Work Zone Traffic Control – Signs, Stands, Equipment lights, Equipment flags, Worker safety vests	7.01, 7.02, 7.03, 7.04	\$1,000 per offense

3.07 Disputes

Disputes, excluding those involving contract modifications, between the Contractor and the Engineer shall be addressed in the following manner:

1. The Contractor reports the dispute to the Engineer.
2. The Engineer investigates. If no agreement can be attained, the Engineer shall submit the issue to his/her respective District Engineer.
3. The District Engineer investigates and serves as the arbitrator for the dispute. The District Office may elect to involve the State Vegetation Manager to assist in arbitration.

3.08 Work Acceptance and Payment for Work

3.08.01 Work Acceptance

The provisions for partial acceptance for a unit of the project as set forth in **Section 105.15**; paragraph (a) of the **Standard Specifications** shall apply. Each road shall be considered a unit of the project. **A road will be accepted only when the mowing activity/activities and all associated activities have been fully completed per the specifications on that road.**

3.08.02 Invoices

The Contractor may only invoice for the accepted quantities of mowing completed. The Contractor shall request payment by submitting to the Engineer a properly prepared invoice that includes the following:

- **Invoice Date**
- **Contractor Name and Address**
- **Associated Purchase Order Number**
- **Associated Contract Number**
- **Type of Mowing Activity Performed**
- **Quantity of Acres Mowed by Line Item**
- **Quantity of Acres of Brush Management**
- **Quantity (Linear Feet) of Rail Mowed**
- **Unit Price(s)**
- **Extended Price(s)**
- **Non-Refundable Deductions and Repair Costs**

3.08.03 Payment

Payment to the Contractor will be full compensation for all implements, machinery, equipment, tools, materials, transportation, labor, licenses, fuel, incidentals, vegetative debris management and work zone traffic control necessary to satisfactorily perform the mowing activity/activities and the associated activity/activities described in these specifications.

3.09.01 Acceptance

The provisions for partial acceptance for a unit of the project as set forth in Section 105.15; paragraph (a) of the Standard Specifications shall apply. Each road shall be considered a unit of the project. A road will be accepted only when the mowing activity/activities and all associated activities have been fully completed per the specifications on that road. The contractor shall submit (in writing) a list of completed roads to the Engineer at the end of each work day.

3.09.02 Invoicing

The Contractor may only invoice for the accepted quantities of mowing completed. The Contractor shall request payment by submitting to the Engineer a properly prepared invoice that includes the following:

- Invoice Date
- Contractor Name and Address
- Associated Purchase Order Number
- Associated Contract Number
- Type of Mowing Activity Performed
- Quantity of Acres Mowed by Line Item
- Quantity of Acres of Brush Management
- Quantity (Linear Feet) of Rail Mowed
- Unit Price(s)
- Extended Price(s)
- Non-Refundable Deductions and Repair Costs

4.0 ENGINEER RESPONSIBILITIES

The Engineer shall be responsible for:

- Establishing the start date for all mowing activities (SECTION 4.01)
- Inspecting all equipment prior to and during each activity (SECTION 4.02)
- Monitoring Contractor performance (SECTION 4.03)
- Determining Inclement Weather (SECTION 4.04)
- Tree removal (SECTION 4.05)
- Litter collection coordination (SECTION 4.06)
- Receiving and processing invoices (SECTION 3.09.02)

4.01 Activity Start Date

The Engineer shall announce the respective activity start date to the Contractor in writing. The written announcement shall be dated at least ten business days prior to the start date. Refer to SECTION 3.04.01 for more information about the activity start date. For BRIDGE MOWING the Engineer must also specify the locations to be mowed during that cycle.

4.02 Equipment Inspection

Prior to and during any activity by the Contractor, the Engineer shall inspect all equipment to verify that it is appropriate for the activity to be performed and that it meets all specifications described in SECTION 6.0 and SECTION 7.0. The Engineer shall direct the Contractor to suspend activity when at any time equipment does not meet the specifications described herein. No work may proceed until the deficiency is corrected.

4.03 Monitoring Contractor Performance

The Engineer shall monitor/inspect the performance of the Contractor each business day that the Contractor is actively working to ensure that the activity or associated activity meets the requirements presented in these specifications. **The Engineer shall also maintain each business day, a log or diary of pertinent information such as communication with the Contractor, weather conditions, complete and incomplete work, etc. The Engineer shall document relevant contract information in the SCDOT Highway Maintenance Management System (HMMS). The Engineer shall direct the Contractor to take immediate action to correct any Work Zone Traffic Control deficiency. The Engineer shall communicate to the Contractor within two business days: 1) any substandard performance, 2) any roads ACCEPTED (See SECTION 3.08.01), and 3) any SCDOT property damage (See SECTION 3.06). Substandard work (i.e., any performance deficiency) must be corrected the next business day. The Engineer shall not direct the Contractor to correct a performance deficiency if more than two business days have elapsed from the time the work was performed. If the contractor has not submitted their weekly schedule as required under 3.04.02 or provided a daily list of completed roads as required per 3.04.06, any substandard work will be subject to required rework regardless of the date of occurrence as long as the Engineer follows the requirements of notification as described here (4.03) within twenty four hours of the discovery of the substandard work. Once a road has been inspected and accepted by the Engineer, the Engineer cannot request the Contractor perform more work on that road.** As a guide, the percentage of work accomplished should equal or exceed the percentage of time elapsed for the activity cycle. *For example, the Engineer indicated on the bid sheet 20 business days to complete the routine mowing cycle on 100 acres. By day 10, the Contractor should have completed routine mowing on at least 50 acres.*

4.04 Determining Inclement Weather

The Engineer shall advise the Contractor each business day of the number of approved inclement weather days as they occur. The Engineer shall document this in the log or diary and in HMMS. Refer to SECTION 2.11 for information regarding inclement weather.

4.05 Tree Removal

The Engineer shall be responsible for the removal of trees within the limits of Routine Mowing and Brush management operations. A tree is defined in section 2.06. The Engineer shall remove trees within the limits of operations **prior** to directing the Contractor to perform Ditch Mowing.

4.06 Litter Collection

Litter removal will be handled by Greenville Maintenance Office.

5.0 CLAIMS

5.01 Negligent Operation - Third Party Property Damage

Negligent operation that results in damage sustained by a third party's property, requires receipt of a claim from the third party. Examples of damage to third party property due to negligent operation include but are not limited to damage to: private real property, such as mowing or applying herbicides to vegetation that is not within SCDOT right-of-way, a mailbox(es), a driveway(s), a third party vehicle(s) or property caused by an item ejected from a mower, a utility feature(s). **The Contractor will indemnify and hold harmless SCDOT and all of its officers, agents, and employees from all suits or claims for property damage pursuant to Section 107.18 of the Standard Specifications.**

In cases of third party property damage claims resulting from mowing activities and/or associated activities performed by the Contractor, SCDOT shall provide to the claimant the Contractor's name, address and phone number. The Contractor shall be responsible for receiving and processing such claims.

5.02 Third Party Personal Injury

The Contractor will indemnify and hold harmless SCDOT and all of its officers, agents, and employees from all suits or claims for personal injury pursuant to Section 107.18 of the Standard Specifications. In cases of third party personal injury claims resulting from mowing activities and/or associated activities performed by the Contractor, SCDOT shall provide to the claimant the Contractor's name, address and phone number. The Contractor shall be responsible for receiving and processing such claims.

6.0 EQUIPMENT

6.01 Equipment-Contractor Inspection

Prior to and during activity, the Contractor shall routinely inspect all equipment to verify that it is appropriate for the activity to be performed and that it meets all specifications described in **Section 6.0** and **Section 7.0**. The Contractor shall immediately suspend activity when at any time equipment does not meet the specifications described herein. No work may proceed until the deficiency is corrected.

6.02 Equipment-Performance and Safety

The Contractor must use equipment that is designed to perform the mowing activities and all associated activities as prescribed and within the time specified. SCDOT reserves the right to deny use of equipment that in their opinion is deemed inappropriate or unsafe to operate. Cutting equipment shall be equipped with shields to prevent objects from being ejected. All manufacturer installed safety shields and guards shall be in place and tightly attached. Mowing equipment shall never be engaged with a unit of a flex wing mower in the upright "transport" position. All equipment shall conform to prevailing Occupational Safety Health Act standards.

6.03 Equipment-Operation

Equipment shall not block vehicular or pedestrian traffic. The Contractor is responsible for clean-up of any environmentally sensitive material spilled during equipment servicing or from leaking equipment. Equipment shall be operated to prevent damage to SCDOT property and third party property. All mowing/cutting equipment shall have sharp blades to provide a clean cut and be equipped with guards to prevent objects from being ejected. Equipment shall be maintained in good cutting condition. Routine equipment maintenance will only be allowed in designated parking areas identified in **SECTION 6.03 Equipment-Parking**. Refer to **SECTION 7.03 Work Zone Traffic Control-Equipment Requirement** for details regarding equipment Work Zone Traffic Control requirements.

6.04 Equipment-Travel

Activities should be performed in the same direction as the flow of traffic. Equipment is restricted to traveling on the right hand shoulder of interstate routes when not actively managing vegetation and in no case shall travel be in traffic lanes except to cross the pavement for purposes of operating adjacent to the left shoulder. **When crossing the travel lanes cannot be avoided, extreme care shall be taken to ensure the safety of the operator and the traveling public.** Turnarounds shall be confined to intersections or to interchanges. Activities along the interstate shall be conducted such that the equipment does not encroach into the travel-way. If this is not possible, a lane closure with appropriate traffic control may be required by

SCDOT. On two-lane minor primary highways and secondary roads, encroachment onto the travel-way will be held to the minimum possible to satisfactorily accomplish the work. Appropriate Equipment should be used to minimize encroachment into the travel lane.

6.05 Equipment-Parking

Parking of Contractor's vehicles and equipment will be permitted within SCDOT right-of-way only at locations designated by the Engineer or on non-SCDOT property with prior (written) approval from the property owner. In no case shall any vehicle or equipment be parked in the interstate median or within thirty feet of the travel-way of an interstate route. Damage to vegetation or soil within areas permitted for parking will be corrected at the Contractor's expense. Parking of private vehicles within the interstate right-of-way is prohibited at all times.

6.06 Equipment General

The Contractor must use equipment that is satisfactory to perform the mowing activity and all associated activities as prescribed and within the time specified. Equipment shall not block vehicular or pedestrian traffic. The Contractor is responsible for clean-up of any environmentally sensitive material spilled during equipment servicing or from leaking equipment. Equipment shall be operated to prevent damage to SCDOT property and third party property. All mowing/cutting equipment shall be equipped to prevent objects from being ejected. All manufacturer installed safety shields and guards shall be in place and tightly attached. Mowing equipment shall never be engaged with a unit of a flex wing mower in the upright "transport" position. Equipment shall be maintained in good cutting condition. Routine equipment maintenance will only be allowed in designated parking areas identified in SECTION 6.03 Equipment-Parking. Refer to SECTION 7.03 Work Zone Traffic Control–Equipment Requirements for details regarding equipment Work Zone Traffic Control requirement.

7.0 WORK ZONE TRAFFIC CONTROL

7.01 Work Zone Traffic Control - General

The Contractor shall provide **Work Zone Traffic Control** for all mowing activities and the associated activities (i.e., Woody Vegetative Debris Management) stated in these specifications. Work Zone Traffic Control (including devices, placement, equipment/vehicle requirements, and worker requirements) shall comply with these specifications, all supplemental specifications, the Engineer, and the latest editions of the following documents. These documents are available on the internet website links indicated.

- *Manual of Uniform Traffic Control Devices (MUTCD)*
- *SCDOT Standard Specifications for Highway Construction*
- **Approved Products List for Traffic Control Devices in Work Zones**
- **Applicable SCDOT Traffic Engineering Standard Drawings**
- **Engineering Directive No. 32 – Hourly Restrictions for Lane Closures on Interstates and Primary Routes (For areas where dual lines of cable rail are in place on the interstate requiring the work be conducted under lane closures)**

These documents are available on the following SCDOT internet website:

<https://www.scdot.org/business/business-landing.aspx>

All Work Zone Traffic Control devices shall be appropriate/proper for the given work zone and shall be in place before work commences each business day. The Engineer shall direct the Contractor to suspend operations at any time Work Zone Traffic Control is not compliant. The Contractor shall take immediate action to correct any Work Zone Traffic Control deficiency. No work shall proceed until the deficiency is corrected. All Work Zone Traffic Control devices shall be promptly removed when work is complete each day.

The Contractor shall be responsible for establishing a safe work area to motorists and pedestrians while working and for leaving the area safe during non-working hours. Adequate provisions shall be made for the protection of the highway traffic at all times during all activities. The work shall be planned and carried out to minimize the inconvenience to the traveling public and adjacent landowners. All Work Zone Traffic Control devices, except for Category IV devices, shall comply with the requirements of the National Cooperative Highway Research Program Report 350 (NCHRP Report 350)

An approved products list has been developed and only those traffic control devices listed on the “Approved Products List For Traffic Control Devices In Work Zones” are considered acceptable. This approved products list also includes the implementation dates and any special conditions or restrictions for each device. The approved products list is available on the following SCDOT intranet website:

https://www.scdot.org/business/pdf/accessMgt/trafficEngineering/NCHRP350List_ALL2.pdf

Lane closures may be restricted to specific days and times by the Engineer. Neither the interstate nor the primary route highway will not be affected by this work. No lanes on the interstate or primary route will be closed during the mowing activity or during Woody Vegetative Debris Management activities. **Work Zone Traffic Control is considered an associated part of the activity. No separate payment will be given for Work Zone Traffic Control.** All necessary traffic control devices and personnel including, detours, lights, barricades, warning signs, flagmen, etc. shall be provided and provided for by the Contractor.

7.02 Work Zone Traffic Control - Signs, Sign Stands, Etc.

Subsections 601.1, 601.2, 601.3 and 601.4 of the Standard Specifications shall apply. All signs mounted on portable sign supports shall have a minimum mounting height of **five feet** from the ground to the bottom of the sign. Signs shall be reasonably clean and clearly legible. Signs that are faded/deteriorated/illegible are not acceptable. "MOWING NEXT 3 MILES" signs (Standard W21-9A-48) shall be used for the mowing activity and all associated activities on the route being completed. These signs shall conform to the specifications stated in **TYPICAL A. SIGN DETAIL**. These signs shall be used on all routes. Signs must be moved as necessary to remain within three miles of the mowing activity and the Woody Vegetative Debris Management activity as depicted in **TYPICAL B. SIGN PLACEMENT**. On primary and secondary roadways less than three miles long, signs will be placed at each end of the road. Flagmen, warning signs, barricades, and/or other suitable protective devices shall be placed not less than five hundred feet in each direction from the work site while loading or unloading materials or equipment.

7.03 Work Zone Traffic Control - Equipment Requirements

In addition to requirements stated or referenced in **SECTION 7.01** of these specifications, **all motorized equipment and/or vehicles shall meet the following SCDOT Warning Light Standards:**

Requirements:

1. All warning lights used during construction and/or maintenance activities shall be SAE Class 1 standard LED lighting.
2. Lighting shall provide 360 degree visibility and be clearly visible at distances ranging from no less than 1/3 mile to as much as 1 mile.
3. Lighting flash pattern shall be a quad flash alternating left-right pattern (wig-wag). This pattern introduces an animation effect to the warning lights which helps a driver notice the warning lights earlier than a non-animated flash pattern.
4. Warning lights shall be visible to approaching traffic at all times. At no time shall a warning light be blocked or obscured from view. (i.e. a minivan carrying weed eaters with its back hatch up on the shoulder shall be strictly prohibited.)

Approved Lighting:

1. Full Length Bar - Federal Signal LPX45DS or equal
2. Mini Bar - Federal Signal 454201HL-02 or equal
3. Beacon - STAR 257H8TAL-A LED or equal

A standard Slow Moving Vehicle (SMV) emblem shall be mounted on the rear of all slow-moving equipment. All equipment shall conform to the prevailing OSHA standards.

Additionally, FOR MOWING EQUIPMENT the following will be required, at a minimum:

For each tractor:

- All manufacturer-installed lights, including headlights, shall be fully operational.
- The standard slow moving vehicle emblem (SMV) shall be mounted on the rear of the tractor (or on the rear-mounted mowing deck) in such a position that it is clearly visible by vehicles approaching from the rear. The emblem shall not interfere with the visibility of the tractor's lights, including the top-mounted light.

For each rear-mounted mowing deck that extends beyond the width of the rear tractor tires:

- Two flags, a minimum of 24 inches by 24 inches, and red, orange, or fluorescent red-orange in color are required. Faded/deteriorated flags are not acceptable. Each flag shall be mounted on a rigid staff a minimum three feet in length, in a flexible mount, within six inches of each outer edge of the mowing deck. **EXCEPTION: only in cases where adjacent vegetation (such as brush or limbs) interferes with the integrity of the flag that is mounted on the side opposite from traffic may this flag be temporarily removed. Once the interference is passed, the flag must be re-installed.**

7.04 Work Zone Traffic Control - Worker Requirements

Refer also to **SECTION 3.04.05 Worker Attire** of these specifications. The Contractor shall be responsible for the safety and health of all [his/her] workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act (OSHA) as well as state regulations, and the worker safety requirements specified in the current edition of the

Work Zone Safety Guidelines for the South Carolina Department of Transportation, Municipalities, Counties, Utilities, and Contractors. This document specifies the minimum requirements for worker attire and safety apparel and is located on the following SCDOT internet website: <https://www.scdot.org/business/workzone-traffic-control.aspx> At a minimum, workers shall wear a class II safety vest in accordance with the Federal Highway Administration (FHWA) Worker Visibility Rule. All high-visibility safety apparel is required to have an orange-red background. Faded/deteriorated vests are not acceptable. **For specific worker safety requirements, the Contractor should contact the South Carolina Department of Labor, Licensing and Regulation (<http://www.llr.state.sc.us/>).**

8.0 WOODY VEGETATIVE DEBRIS MANAGEMENT

Mowing includes the cutting of woody vegetation up to one inch in diameter at a five foot height above the ground surface. Brush Management includes the cutting of woody vegetation up to three inches in diameter at a five foot height above the ground surface.

All activities that involve mowing or brush management shall include management of the resulting woody vegetative debris as follows:

All woody vegetative debris resulting from the mowing activity within SCDOT right-of-way that is adjacent to property where a residence or business exists must be removed from the right-of-way within seventy-two hours of performing the mowing activity.

Woody vegetative debris resulting from activities within SCDOT right-of-way that is NOT adjacent to property where a residence or business exists must be either removed from the right-of-way within five business days of the mowing activity OR it must be chipped/mulched to less than one foot in length and less than three inches in diameter and scattered to a maximum depth of six inches within the right-of-way within five business days of performing the mowing activity.

Woody Vegetative Debris Management shall not result in the deposit of vegetative debris onto the road surface. Debris shall not be deposited or scattered in ditches.

Woody Vegetative Debris Management is considered an associated part of the mowing activity. No separate payment will be given for Woody Vegetative Debris Management.

9.0 BRUSH MANAGEMENT (INTERSTATE, PRIMARY, and SECONDARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's BRUSH MANAGEMENT (INTERSTATE), BRUSH MANAGEMENT (PRIMARY) roads list, and BRUSH MANAGEMENT (SECONDARY) roads list will be performed as a cycle.
- When: January 1 through December 31 (Typically performed November 1 through March 30) as directed by the Engineer.
- Where: Interstate Routes, Primary Routes and Secondary Routes (As indicated in the roads lists)
Brush Management quantities are an option for the respective counties to include if they wish. There may or may not be any quantities set up in the lot summary for this contract. It is the contractor's responsibility to thoroughly examine the proposal to determine whether or not brush management is required as a part of the contract.
- Frequency (Cycles): One time annually, per location
- Cycle Time: The minimum mowing rate per business day is 50 acres.
- What: Brush and all other vegetation, except trees, that occurs within the defined limits.
- How: Refer to **ROUTINE MOWING TYPICAL 2. WITH BRUSH MANAGEMENT (Primary & Secondary Routes)**.

Regardless of slopes, ditches, structures, guardrail/cable rail, signs, or any other feature(s), the limit of **BRUSH MANAGEMENT (MECHANICAL)** begins at the outermost limit established for routine mowing and extends to the right-of-way line (C) or the tree line (D), whichever is less. **BRUSH MANAGEMENT (MECHANICAL)** does not include the area that SCDOT defines as routine mowing. *Routine Mowing is defined as the area from the edge of the pavement to the bottom of the ditch (A) plus an additional five feet on Typical 1 and from the edge of the pavement to the bottom of the ditch (A) where slopes are not steep on Typical 2. Where slopes are steep, Routine Mowing is defined as the area from the edge of the pavement to the beginning of the steep slope and continues one mower swath or a minimum of five feet on the slope (B).* **BRUSH MANAGEMENT (MECHANICAL)** shall be performed such that brush and all other vegetation within the limit, except trees, is cut to a uniform height of no less than four inches and no more than six inches.

Refer to **ROUTINE MOWING TYPICALS C, D, & E. WITH BRUSH MANAGEMENT MECHANICAL (INTERSTATE ROUTES)**.

Regardless of slopes, ditches, structures, guardrail/cable rail, signs, or any other feature(s), the limit of **BRUSH MANAGEMENT (MECHANICAL)** begins at the outermost limit established for routine mowing and extends to the right-of-way line or the tree line, whichever is less. **BRUSH MANAGEMENT (MECHANICAL)** does not include the area that SCDOT defines as routine mowing. *Routine Mowing is defined as the area from the edge of the pavement out thirty feet on the shoulders and from the edge of the pavement out forty feet into the median. Where slopes are steep, Routine Mowing is defined as the area from the edge of the pavement to the beginning of the steep slope and continues one mower swath or a minimum of five feet on the slope.* **BRUSH MANAGEMENT (MECHANICAL)** shall be performed such that brush and all other vegetation within the limit, except trees, is cut to a uniform height of no less than four inches and no more than six inches.

VEGETATIVE DEBRIS ON THE ROADWAY

Brush Management operations shall not result in the deposit of vegetative debris onto the road surface. Any vegetative debris must be removed from pavement surface immediately and prior to moving on to the next road and at the end of the day. Failure to remove vegetative debris prior to leaving a particular road

and at the end of the day will result in a notice of non-compliance, Category A with a non-refundable deduction of \$500.00 per occurrence.

10.0 ROUTINE MOWING (PRIMARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's ROUTINE MOWING (PRIMARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: ROUTINE MOWING (Primary) **includes** the following areas (Separate payment will not be made for included areas):
- Primary Shoulders/Roadsides Typical 1 (SECTION 11.01)
 - Primary Shoulders/Roadsides Typical 2 (SECTION 11.02)
 - Primary Medians (SECTION 11.02)
 - Primary Signs and Structures (SECTION 11.03)
- Frequency (Cycles): four times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County lot Summary. The minimum mowing rate per business day is 40 acres.
- What: All vegetation except trees.
- How: Mow to the primary routine limit(s) as described in **SECTIONS 11.01, 11.02, 11.03, and 11.04** of these specifications. When rail occurs within the primary routine mowing limit(s), the area defined as RAIL (PRIMARY) (See Section 13.0) is not required to be mowed. *RAIL (PRIMARY) is separate from ROUTINE MOWING (PRIMARY). The area defined as RAIL (PRIMARY) is only required to be mowed when the item RAIL (PRIMARY) appears on the Purchase Order.* Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall not result in the deposit of vegetative debris onto the road surface.

10.01 Primary /Roadsides Typical 1

When conditions allow, mow shoulders along primary and secondary routes as shown in **Typical 1. ROUTINE MOWING (Primary & Secondary Shoulders/Roadsides).**

- (A) Mow shoulders from the edge of pavement including the front slope of the ditch to the bottom of the ditch plus 5 feet.
- (B) If back slopes from bottom of the ditch are steep, mow one swath of the mower or a minimum of five feet on the steep slope.

10.02 Primary Shoulders/Roadsides Typical 2

Mow shoulders along primary and secondary routes as shown in **TYPICAL 2. ROUTINE MOWING (Primary & Secondary Shoulders/Roadsides).**

- (A) Mow shoulders from edge of pavement including the front slope of the ditch to the bottom of the ditch where the cross-section will permit.
- (B) If slopes of the shoulder are steep, mow to the steep slope and mow one swath of the mower or a minimum of five feet on the steep slope.

10.03 Primary Medians

The entire median of primary and secondary routes shall be mowed from the edge of the pavement unless a steep slope occurs. If the slope is steep, begin mowing at the edge of the pavement and continue mowing to the steep slope then mow one swath of the mower or a minimum of five feet on the steep slope.

10.04 Primary Signs and Structures

Vegetation under and around primary and secondary signs and structures within the mowing limits shall be mowed within four business days when the adjacent shoulder (roadside) and median mowing is completed unless it is uniform in height to the adjacent mowed vegetation.

10.05 VEGETATIVE DEBRIS ON THE ROADWAY

Operations shall not result in the deposit of vegetative debris onto the road surface. Any vegetative debris must be removed from pavement surface immediately and prior to moving on to the next road and the end of the day. Failure to remove vegetative debris prior to leaving a particular road and the end of the day will result in a notice of non-compliance, Category A with a non-refundable deduction of \$500.00 per occurrence.

11.0 ROUTINE MOWING (SECONDARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's ROUTINE MOWING (SECONDARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: ROUTINE MOWING (SECONDARY) **includes** the following areas (Separate payment will not be made for included areas)
- Secondary Shoulders/Roadsides Typical 1 (SECTION 12.01)
 - Secondary Shoulders/Roadsides Typical 2 (SECTION 12.02)
 - Secondary Medians (SECTION 12.03)
 - Secondary Signs and Structures (SECTION 12.04)
- Frequency (Cycles): four times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 40 acres.
- What: All vegetation except trees.
- How: Mow to the secondary routine limit(s) as described in **SECTIONS 12.01, 12.02, 12.03, and 12.04** of these specifications. When rail occurs within the secondary routine mowing limit(s), the area defined as RAIL (SECONDARY) (See Section 14.0) is not required to be mowed. *RAIL (SECONDARY) is separate from ROUTINE MOWING (SECONDARY). The area defined as RAIL (SECONDARY) is only required to be mowed when the item RAIL (SECONDARY) appears on the Purchase Order.* Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall not result in the deposit of vegetative debris onto the road surface.

11.01 Secondary Shoulders /Roadsides Typical 1

When conditions allow, mow shoulders along primary and secondary routes as shown in **TYPICAL 1. ROUTINE MOWING (Primary & Secondary Shoulders/ Roadsides)**.

- (A) Mow shoulders from the edge of pavement including the front slope of the ditch to the bottom of the ditch plus 5 feet.
- (B) If back slopes from bottom of the ditch are steep, mow one swath of the mower or a minimum of five feet on the steep slope.

11.02 Secondary Shoulders/Roadsides Typical 2

Mow shoulders along primary and secondary routes as shown in **TYPICAL 2. ROUTINE MOWING (Primary & Secondary Shoulders/Roadsides)**.

- (A) Mow shoulders from edge of pavement including the front slope of the ditch to the bottom of the ditch where the cross-section will permit.
- (B) If slopes of the shoulder are steep, mow to the steep slope and mow one swath of the mower or a minimum of five feet on the steep slope.

11.03 Secondary Medians

The entire median of primary and secondary routes shall be mowed from the edge of the pavement unless a steep slope occurs. If the slope is steep, begin mowing at the edge of the pavement and continue mowing to the steep slope then mow one swath of the mower or a minimum of five feet on the steep slope.

11.04 Secondary Signs and Structures

Vegetation under and around primary and secondary signs and structures within the mowing limits shall be mowed within four business days when the adjacent shoulder (roadside) and median mowing is completed unless it is uniform in height to the adjacent mowed vegetation.

11.05 VEGETATIVE DEBRIS ON THE ROADWAY

Operations shall not result in the deposit of vegetative debris onto the road surface. Any vegetative debris must be removed from pavement surface immediately and prior to moving on to the next road and the end of the day. Failure to remove vegetative debris prior to leaving a particular road and the end of the day will result in a notice of non-compliance, Category A with a non-refundable deduction of \$500.00 per occurrence.

12.0 RAIL MOWING (PRIMARY)

- Unit: Linear Foot (measured in one direction for a section of rail.)
- Quantity: The entire quantity reported on the respective lot's RAIL (PRIMARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: Guardrail and cable rail along primary routes.
- Frequency (Cycles): four times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 10,000 linear feet.
- When the Engineer requests RAIL MOWING (PRIMARY) independently from ROUTINE MOWING (PRIMARY) (i.e., both line items do not occur on the same Purchase Order), the MOWING (PRIMARY) shall be performed within the number of business days to complete the RAIL MOWING (PRIMARY) cycle.
- When the Engineer requests RAIL MOWING (PRIMARY) in conjunction with ROUTINE MOWING (PRIMARY) (i.e., both line items occur on the same Purchase Order), the RAIL MOWING (PRIMARY) shall be completed within four days of performing ROUTINE MOWING (PRIMARY).
- What: All vegetation except trees.
- How: The Engineer may request the Contractor perform RAIL MOWING (PRIMARY) alone or in conjunction with ROUTINE MOWING (PRIMARY). Regardless, as shown in TYPICAL G. RAIL MOWING, vegetation under and around rail in a rectangular area measured three feet from the outermost edges/outside points (front, back, and ends) of the rail structure shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall not result in the deposit of vegetative clippings onto the road surface.

13.0 RAIL MOWING (SECONDARY)

- Unit: Linear Foot (measured in one direction for a section of rail.)
- Quantity: The entire quantity reported on the respective lot's RAIL MOWING (SECONDARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: Guardrail and cable rail along interstate routes.
- Frequency (Cycles): four times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 10,000 linear feet.
- When the Engineer requests RAIL MOWING (SECONDARY) independently from ROUTINE MOWING (SECONDARY) (i.e., both line items do not occur on the same Purchase Order), the RAIL MOWING (SECONDARY) shall be performed within the number of business days to complete the RAIL MOWING (SECONDARY) cycle.
- When the Engineer requests RAIL MOWING (SECONDARY) in conjunction with ROUTINE MOWING (SECONDARY) (i.e., both line items occur on the same Purchase Order), the RAIL MOWING (SECONDARY) shall be completed within four days of performing ROUTINE MOWING (SECONDARY).
- What: All vegetation except trees.
- How: The Engineer may request the Contractor perform RAIL MOWING (SECONDARY) alone or in conjunction with ROUTINE MOWING (SECONDARY). Regardless, as shown in TYPICAL G. RAIL MOWING, vegetation under and around rail in a rectangular area measured three feet from the outermost edges/outside points (front, back, and ends) of the rail structure shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall not result in the deposit of vegetative clippings onto the road surface.

14.0 BRIDGE MOWING (PRIMARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot’s BRIDGE MOWING (PRIMARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: At bridges occurring along Primary Routes.
- Frequency (Cycles): one time annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 1 acre.
- What: All (non-ornamental) vegetation except trees.
- How: Refer to **TYPICAL I. BRIDGE MOWING**. BRIDGE MOWING will be accomplished regardless of slope, rail, or SCDOT structure. Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. Bridge ends at overpasses may be included with the lower road or the crossover, whichever is preferred by the Engineer. BRIDGE MOWING will be utilized to control vegetation from ten feet beyond the end of the bridge to the toe of the slope beneath the bridge. This activity shall include **Woody Vegetative Debris Management** as described in **SECTION 8.0** of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

15.0 BRIDGE MOWING (SECONDARY)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's BRIDGE MOWING (SECONDARY) roads list will be performed as a cycle.
- When: March 15 through November 15.
- Where: At bridges occurring along Secondary Routes.
- Frequency (Cycles): one time annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 1 acre.
- What: All (non-ornamental) vegetation except trees.
- How: Refer to **TYPICAL I. BRIDGE MOWING**. BRIDGE MOWING will be accomplished regardless of slope, rail, or SCDOT structure. Vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. Bridge ends at overpasses may be included with the lower road or the crossover, whichever is preferred by the Engineer. BRIDGE MOWING will be utilized to control vegetation from ten feet beyond the end of the bridge to the toe of the slope beneath the bridge. This activity shall include **Woody Vegetative Debris Management** as described in **SECTION 8.0** of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

16.0 ODA MOWING (INTERSTATE and PRIMARY ROUTES BUILT TO INTERSTATE STANDARDS)

- Unit: Acre
- Quantity: The entire quantity reported on the respective lot's ODA MOWING (INTERSTATE) roads list will be performed as a cycle.
- When: March 15 through November 15. The Engineer will direct the Contractor as to which sites are approved for ODA Mowing prior to commencement of mowing.
- Where: At permitted Outdoor Advertising Windows located along Interstate Routes. Includes Single-Face signs and Double-Face signs.
- Frequency (Cycles): Two times annually, estimated. The estimated frequency for the respective lot will be provided in **APPENDIX 2. LOT SUMMARY** with the bid solicitation.
- Cycle Time: See County Lot Summary. The minimum mowing rate per business day is 1 acre.
- What: All vegetation except trees.
- How: Refer to **TYPICAL J. ODA SIGN STANDARD CUT** and **TYPICAL K. ODA SIGN MODIFIED CUT** for the limits for Outdoor Advertising Window mowing. Mowing at ODA signs shall only occur within the ODA Window. There are two different ODA Window options available to sign owners. The first option is a total 500 foot window (Typical K). The second option is a 300 foot window (Typical J). The Engineer will communicate clearly the limits of the ODA Window Mowing for each ODA sign. Though both drawings in Typical J and K depict a sample double face ODA sign, like mowing limits apply respectfully to single face signs. *Note that the 300-foot ODA Window(s) may not occur exactly at the locations depicted on TYPICAL I. ODA SIGN STANDARD CUT.* Prior to mowing any ODA Window each Engineer shall consult with the respective SCDOT Regional ODA Coordinator to verify permitted ODA signs and to verify the ODA Window location for each sign. Significant hardwood trees with a caliper of twelve inches or more measure at five feet above the soil surface **SHALL NOT BE DISTURBED**. Tree limbs overhanging into the ODA Window **SHALL NOT BE DISTURBED**. Regardless of slope, vegetation shall be mowed to a uniform height of no less than four inches and no more than six inches. This activity shall include Woody Vegetative Debris Management as described in **SECTION 8.0** of these specifications. This activity shall not result in the deposit of vegetative debris onto the road surface.

DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

DELIVERY DATE -- PURCHASE ORDER

All items shall be delivered within the days indicated on the Using Government Units purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT – SPECIAL

You shall submit a list of equipment intended for use in meeting the specifications of the contract. The listing should include only equipment available for deployment and ongoing use in this county to fulfill contract requirements. The listing shall be included with your offer submission.

You shall submit a short statement detailing the personnel you are able to deploy in this county to fulfill contract requirements.

You shall submit a completed and signed Attachment C – Certification of No SCDOT Commissioner Interest with your offer.

NOTE: An Offeror's failure to include the required information with their bid submission may result in a determination of non-responsive bid, causing the entire bid to be rejected.

MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities

- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

NOTE: Bidders who have received ongoing non-compliance notices while performing similar work for SCDOT or other agencies, in this or other counties, may be determined to be non-responsible, causing the bid to be rejected.

Bidders who have failed to complete work on an issued SCDOT Purchase Order may be considered to be non-responsible and their bids may be rejected.

QUALIFICATIONS -- REQUIRED INFORMATION

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS

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

AWARD TO ONE OFFEROR

Award will be made to one Offeror.

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The lowest bidder will be determined as the Offeror having the lowest Total Bid Price.

COMPETITION FROM PUBLIC ENTITIES

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to approval.

BANKRUPTCY - GENERAL

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EFT INFORMATION

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov>. The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document.

EQUAL OPPORTUNITY

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED

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

NO INDEMNITY OR DEFENSE

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade.

PAYMENT and INTEREST

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS

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

SURVIVAL OF OBLIGATIONS

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

Indemnification, and any provisions regarding warranty or audit.

TAXES

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH 2 CFR 200.216

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

COMPLIANCE WITH LAWS

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE -- PRE-PERFORMANCE

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

The pre-performance conference will be scheduled by Greenville Maintenance.

CONTRACTOR PERSONNEL

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR'S OBLIGATION -- GENERAL

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and

preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

LICENSES AND PERMITS

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PERFORMANCE BOND REQUIRED (JAN 2006)

Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond.

PRICE ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer

of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES"

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

PRICING DATA -- AUDIT -- INSPECTION

(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits. (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 8 months and 8 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

A County Lot Summary with details on cycle number, quantities within a cycle, and days to complete has been published as a separate document with this solicitation.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	2,216	Acre		
Item Description: Routine Mowing Primary Roads Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for the remainder of Year 1, and each cycle will be for 554 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	3,900	Acre		
Item Description: Routine Mowing Secondary Roads Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are up to 4 cycles planned for the remainder of Year 1, and each cycle will be for 975 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	938,552	Linear Foot		
Item Description: Guardrail Mowing Primary Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for the remainder of Year 1, and each cycle will be for 234,638 Linear Feet. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	531,704	Linear Foot		
Item Description: Guardrail Mowing Secondary Year 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for the remainder of Year 1, and each cycle will be for 132,926 Linear Feet. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	3,324	Acre		
Item Description: Routine Mowing Primary Roads Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 6 cycles planned for Year 2, and each cycle will be for 554 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	3,900	Acre		
Item Description: Routine Mowing Secondary Roads Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for Year 2, and each cycle will be for 975 Acres. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	1,407,828	Linear Foot		
Item Description: Guardrail Mowing Primary Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 6 cycles planned for Year 2, and each cycle will be for 234,638 Linear Feet. Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	531,704	Linear Foot		
Item Description: Guardrail Mowing Secondary Year 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. There are 4 cycles planned for Year 2, and each cycle will be for 132,926 Linear Feet. Quantities are estimates only.				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENT A: IMPORTANT TAX NOTICE – NONRESIDENTS ONLY

ATTACHMENT B: OFFEROR’S CHECKLIST

ATTACHMENT C: CERTIFICATION OF NO SCDOT COMMISSIONER INTEREST

TYPICALS:

TYPICAL A: SIGN DETAIL

TYPICAL B: SIGN PLACEMENT

ROUTINE MOWING TYPICAL 1

ROUTINE MOWING TYPICAL 2

ROUTINE MOWING TYPICAL 2 w. BRUSH MANAGEMENT

TYPICAL G: RAIL MOWING

TYPICAL I: BRIDGE MOWING

APPENDIX ITEMS:

APPENDIX 1: ROADS LIST/MAP - Uploaded as separate attachment

APPENDIX 2: LOT SUMMARY – Uploaded as separate attachment

APPENDIX 3: NON-COMPLIANCE NOTICE

APPENDIX 4: CONTRACTOR’S DAMAGE CLAIM CONTACT INFORMATION

EXHIBIT 1: WEEKLY SCHEDULE

ATTACHMENT A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

ATTACHMENT B

OFFEROR'S CHECKLIST AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS. • MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PREBID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT C

CERTIFICATION

NO SCDOT COMMISSIONER INTEREST OR
RECENT SCDOT EMPLOYEE INTEREST

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
 - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member’s term of appointment and for one year after the termination of the appointment.
 - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member’s term of appointment and for one year after the termination of the appointment.

2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By : _____
(Signature)

Print Name: _____

Date: _____

Its: _____

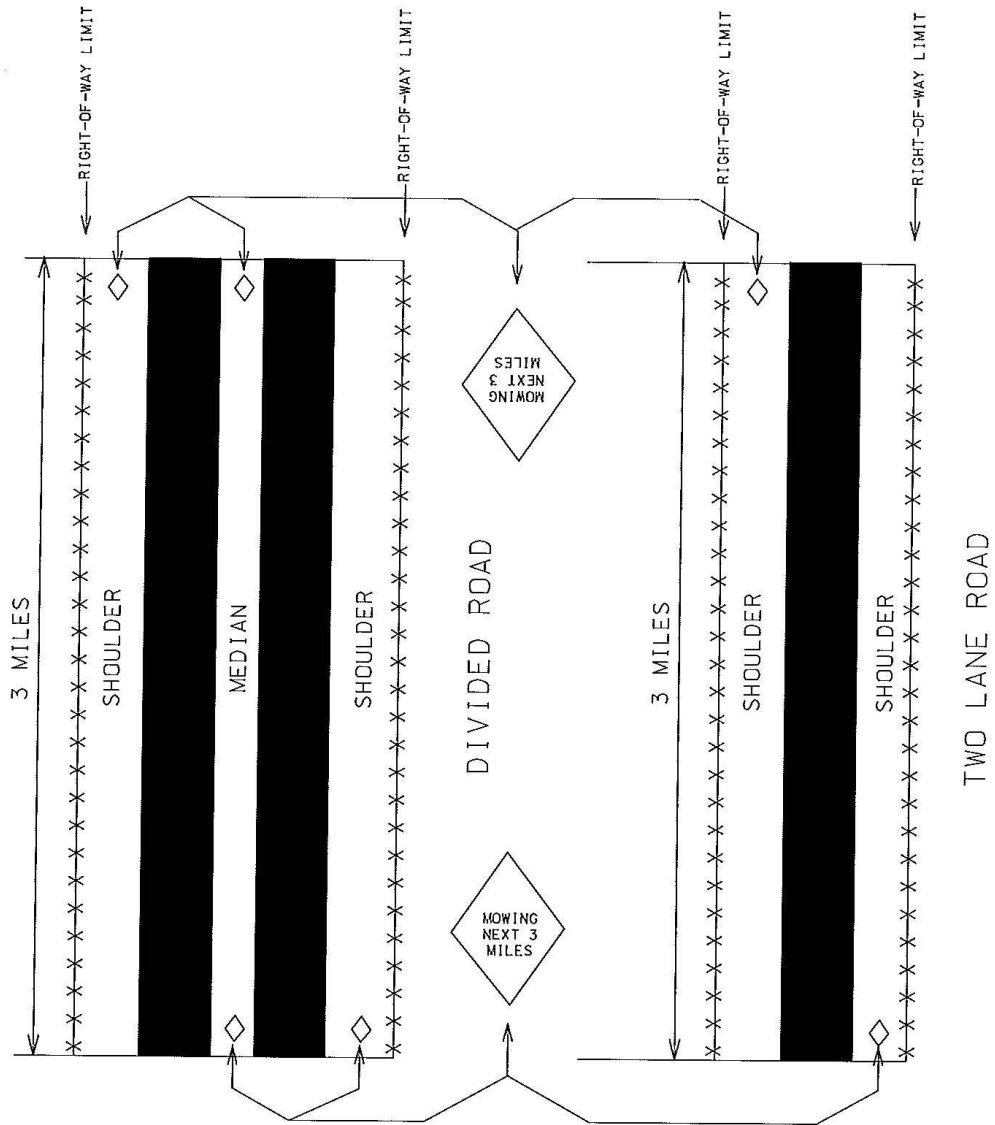
TYPICAL A. SIGN DETAIL



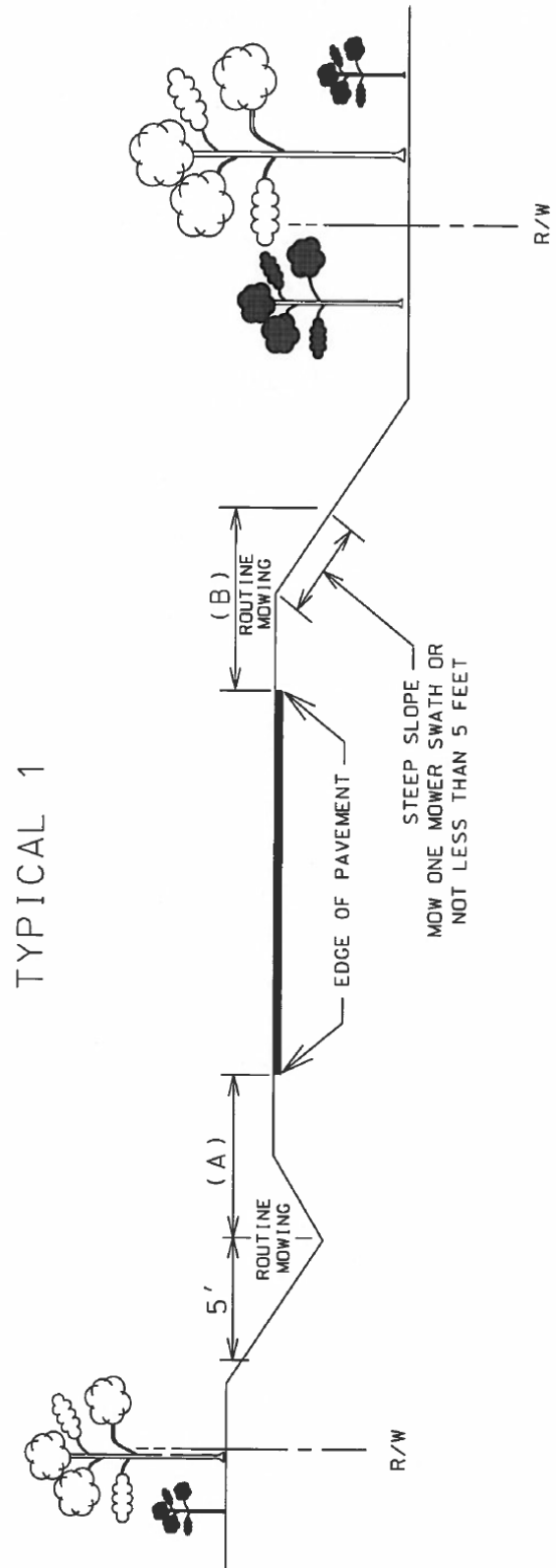
W21-9A-48;
 48.00" across sides 3.00" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
 [MOWING] C; [NEXT] C; [3] C; [MILES] C;

SIGN NO.: W21-9A-48
DATE: August 7, 2013

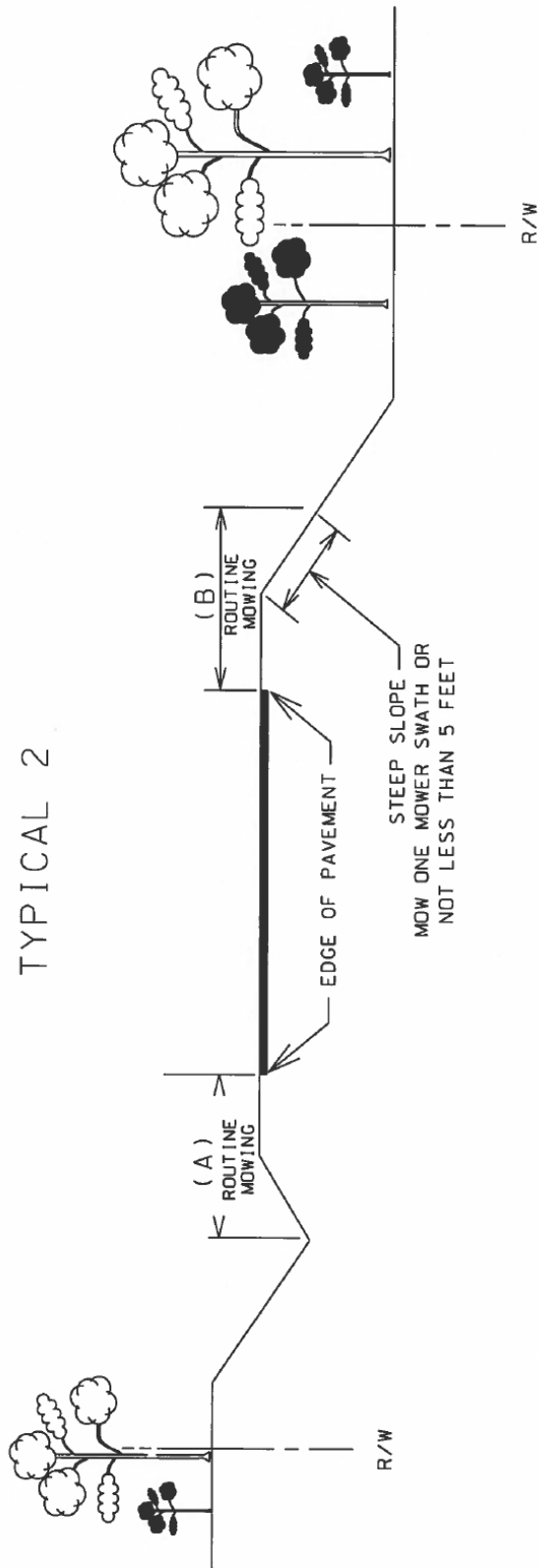
TYPICAL B. SIGN PLACEMENT



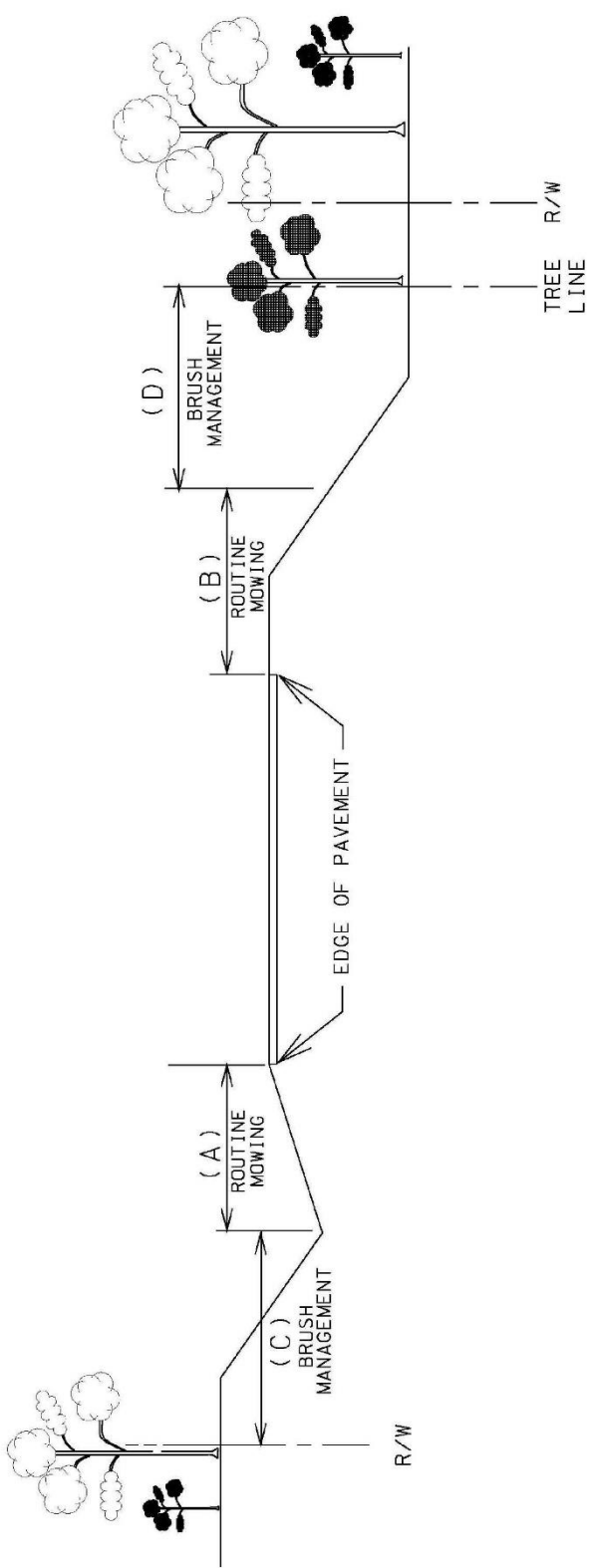
ROUTINE MOWING TYPICAL 1. (Primary and Secondary Shoulders /Roadsides)



ROUTINE MOWING TYPICAL 2. (Primary and Secondary Shoulders /Roadsides)



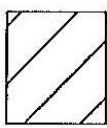
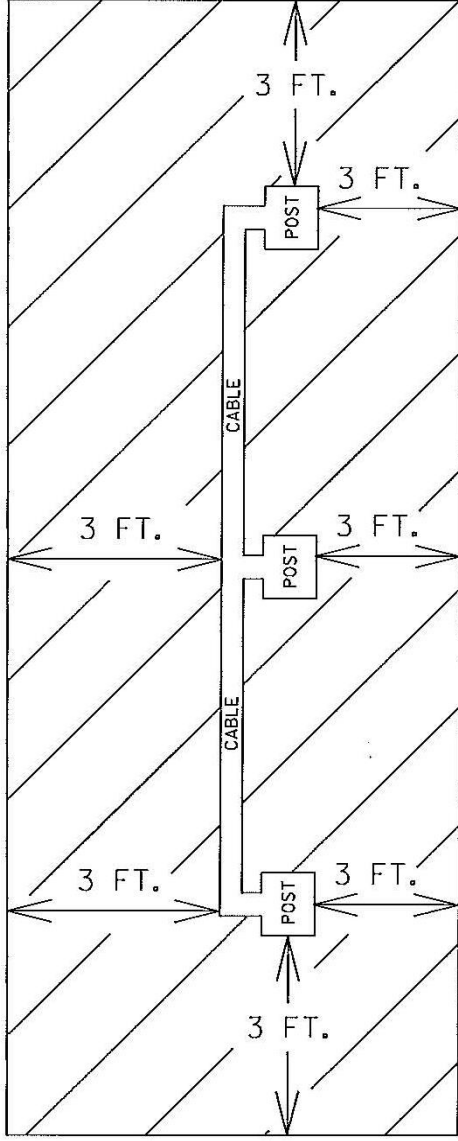
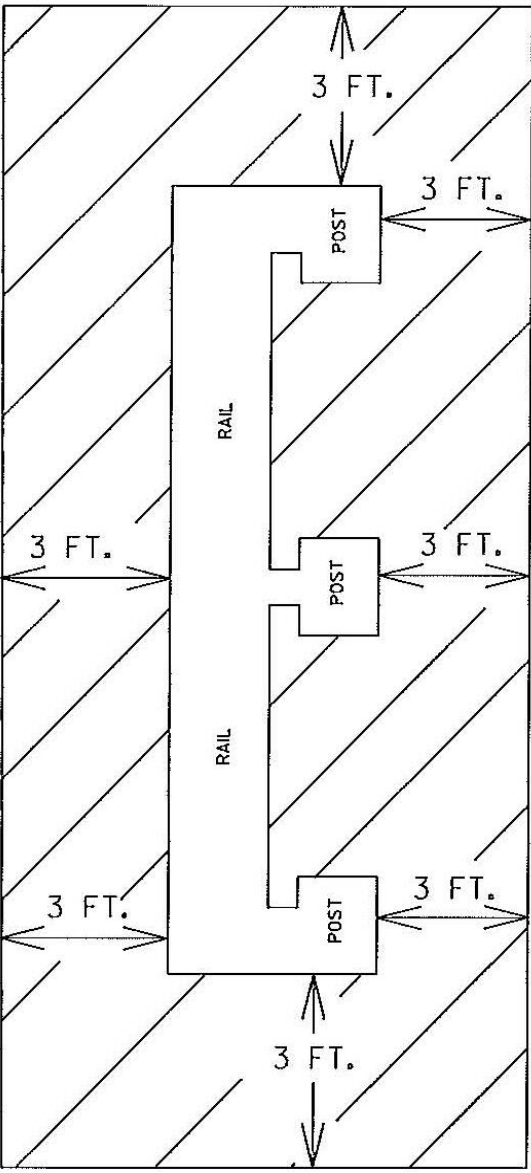
ROUTINE MOWING TYPICAL 2 WITH BRUSH MANAGEMENT (Mechanical) LIMITS



TYPICAL G. RAIL MOWING

Guardrail

Cable Rail

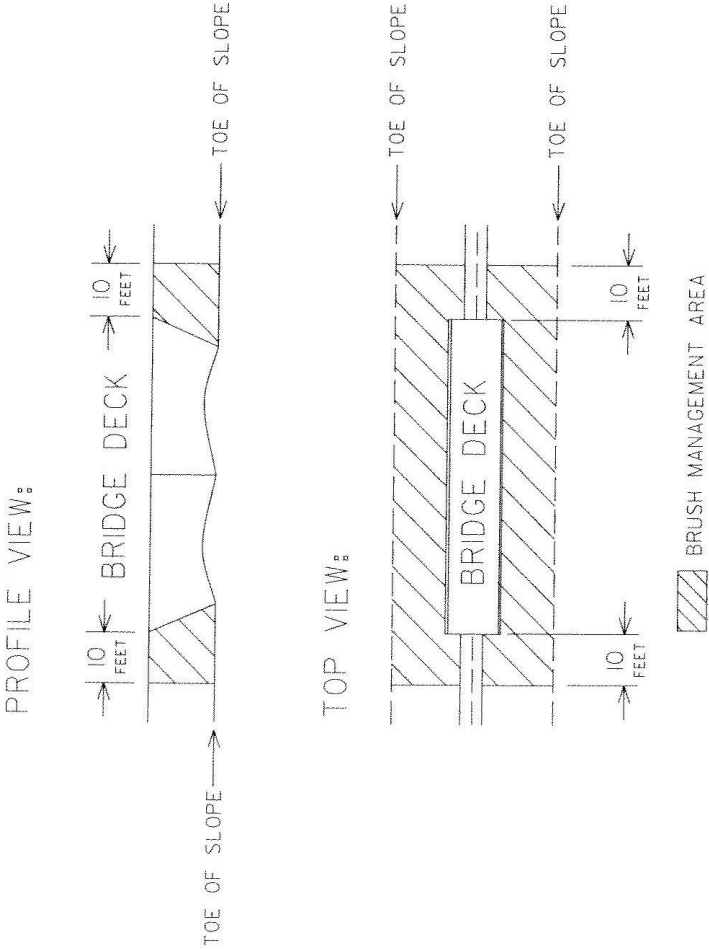


MOW



MOW

TYPICAL I. BRIDGE MOWING



APPENDIX 1. ROADS LISTS, MAPS

Maps are attached separately in SCEIS

APPENDIX 2. LOT SUMMARY

The Lot Summary is attached separately in SCEIS

APPENDIX 3. NON-COMPLIANCE NOTICE

DATE:

TO:

FROM:

RE: CONTRACT #:

PURCHASE ORDER #:

Attention:

The following item has been determined to be in non-compliance with the contract specifications. A non-refundable deduction will be assessed and deducted from your invoice as shown:

TIER	ITEM	SPECIFICATION	NON-REFUNDABLE DEDUCTION
<i>Insert</i>	<i>Insert</i>	<i>Insert</i>	<i>Insert</i>

The non-compliance item occurred as follows:

(INSERT DATE)
(INSERT ROUTE, DIRECTION, AND MILE POINT)
(INSERT DETAILS)

Per the contract specifications, you have three business days upon receipt of this notification to respond and to dispute, in writing, this deduction.

CC: SCDOT DIRECTOR OF PROCUREMENT
SCDOT DIRECTOR OF MAINTENANCE
SCDOT DISTRICT ENGINEERING ADMINISTRATOR

APPENDIX 4. Contractor's Damage Claim Contact Information

Contractor: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

Please fill in the form above with the contact information for the contractor's representative designated to handle claims for third party property damage and personal injury

Insurance Company Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

Please fill in the form above with the contact information for the contractor's insurance company representative designated to handle claims for third party property damage and personal injury.

