



Georgetown County, South Carolina

129 Screven Street, Suite 239, Georgetown, SC 29440-3641

Post Office Drawer 421270, Georgetown, SC 29442-4200

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ADDENDUM #2 TO BID #15-014

BID NUMBER: 15-014

ISSUE DATE: Friday, March 13, 2015

OPENING DATE: Wednesday, March 25, 2015 **OPENING TIME: 3:30 PM (NIST East)**

Bid Opening Location: Georgetown County Historic Courthouse, Suite #239 (Purchasing)

MANDATORY Pre-Bid Conference/Site Inspection: Wednesday, March 11, 2015 at 1:00PM On Site

PROCUREMENT FOR: Inmate Telephone Service Provider

Commodity Code(s): 72556

This addendum will amend **RFP #15-014, Inmate Telephone Service Provider** originally issued on Friday, February 27, 2015. This clarification is being provided to all known and registered correspondents in response to questions received. All addenda and original bid documents are also available online at: www.gtcounty.org, select "Bid Opportunities" from the *Quick Links* box on the home page.

Firms with a representative in attendance are documented on the Pre-Bid Conference Registration form attached, and are those qualified to submit a response. Representing the County were Chief Michael Swartz, Major Sharon Morton, and Kyle Prufer, Purchasing Officer.

The following items were discussed at the Pre-Bid Conference and Inspection, in no particular order.

- 1) If there are questions or requests for clarification after the site visit, please send those before the 3/18 3PM cut-off on to kprufer@gtcounty.org, or purch@gtcounty.org. I will answer as promptly as possible by published addendum. If an extension of the opening date is made necessary, that will be communicated to all parties.
- 2) The intended contract start date of May 01, 2015 is based upon the ending anniversary date of the existing contract. If this is not possible due to start-up requirements of a newly awarded provider, the County will coordinate with current and incoming providers to craft a seamless transition. It is intended that this contract would be awarded by County Council in their session of April 7, 2015. With a 7-day protest waiting period, the earliest contract execution would be April 17th, 2015.
- 3) The request for an installation scheduling timeline can be based from a final formal award date forward to an expected cut-over.
- 4) A copy of the County's "Services Provider" agreement template is attached for provider's legal department initial review. The attachments exhibits will be comprised of the solicitation, addenda and the provider's response.

- 5) There is no maximum number of pages limiting your response. We ask that you keep the response concise and as economically worded as possible. It will assist those reviewing if the response items are in roughly the same order as these requests appear in the solicitation. The four-page introduction letter does not have a designated format or content requirement. This is an opportunity for an editorial comment by your firm to demonstrate your understanding of the project and ability to respond. There is no intent to dismiss a response for failure to comply with formatting requirements. Merely to make the responses easy to comprehend and interpret.
- 6) The current circuit provider for this location is through an MPLS circuit from AT&T using the local provider Horry Telephone Cooperative (HTC) using a T-1 line. There is not a commercial broadband cable provider currently serving this location.
- 7) This is a premise based system for security purposes and there is no immediate interest in conversion to VOIP.
- 8) The telephone equipment room is in booking, adjacent to the elevator equipment room. There are three (3) Adtran 924 gateway devices located there.
- 9) There are (29) Inmate Phones, (28) Visitation phones, 4 High Security Hands-Free Phones in holding cells 1-4, and four (4) lawyer-client phones that are NOT recorded. Equipment was described as being 710s or 5010s, "the small ones". Three of the inmate phones are wall phones located in the booking area.
- 10) The cut-off switches are set by relays which are provided by a third party and not under the existing agreement. The only known vendor that supports these relays is Lashley Cohen, with whom the County does not currently have a service agreement. All support will be on an on-call basis and the responsibility of the County.
- 11) The demarcation point is in a room accessed from outside, adjacent to the kitchen delivery entrance and the maintenance office. There is a 50-pair cable originating there which crosses over the roof and has been recently installed.
- 12) Photos from the site inspection are available from the web-site at:
<http://www.georgetowncountysc.org/Purchasing/docs/Bid15014photos.pdf>
- 13) The type of line installation running to phone sets varies; some are piped in, some are straight run behind the set.

There being no further discussion, the meeting was adjourned.

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ADDENDUM ACKNOWLEDGEMENT

Bid #15-014 **Inmate Telephone Service Provider** **Mandatory Submittal Form**

To be returned with the final proposal submission to Georgetown County.

COMPANY NAME: _____

- | | | |
|-------------------------------------|----------------------------------|---------------------|
| <input checked="" type="checkbox"/> | Addendum #1 Received Date: _____ | Initialed By: _____ |
| <input checked="" type="checkbox"/> | Addendum #2 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #3 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #4 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #5 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #6 Received Date: _____ | Initialed By: _____ |

If your Bid submission has already been mailed, acknowledgment may be provided by faxing this form to (843)545-3500, or attaching a digital scan and sending by e-mail. .

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STATE OF SOUTH CAROLINA)
)
 GEORGETOWN COUNTY)

SERVICES
 CONTRACT

This AGREEMENT is made and entered into between the **COUNTY OF GEORGETOWN**, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“**County**”), and _____

This Contract for SERVICES (“Contract”) is dated this ____ day of _____ 2015 and shall have an Effective Date of the _____ day of _____ 2015, (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Contractor** of the services described in this Contract is of the essence, and shall commence on the **Effective Date**. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and **Contractor** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and **Contractor**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Contractor** to rely upon such forbearance in the event of another similar breach by **Contractor** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Contractor** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 et seq..

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, **Contractor** affirmatively warrants that **Contractor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Contractor** shall remain in compliance therewith.

2. **SCOPE OF SERVICES:**

2.1. **Contractor** shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by **Contractor** under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

3. **PAYMENT FOR SERVICES:**

3.1. The costs of services are set forth in Exhibit "B" of this Contract. **Contractor's** invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by **Contractor** after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.

3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and **Contractor** in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF CONTRACTOR AND COUNTY:

4.1. County warrants that:

- 4.1.1. County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;
- 4.1.2. County shall not offer employment to any employee of **Contractor** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Contractor warrants that Contractor has:

- 4.2.1. All necessary licenses and consents required for **Contractor** to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Contractor**.

4.3. Contractor warrants that Contractor shall throughout the term of this Contract:

- 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County's invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Contractor** to third parties or employees, agents, or sub-Contractors of **Contractor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of **Contractor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and **Contractor**, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of **Contractor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to **Contractor** during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by **Contractor** and originating from this Contract shall become and remain the property of County, and **Contractor** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Contractor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and **Contractor** shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event **Contractor** exercises its right to terminate this Contract, **Contractor** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Contractor.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT CONTRACTOR STATUS:

Contractor shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Contractor** and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

9.1. To County:

9.1.1.

Mr. Kyle Prufer, Procurement Officer

Georgetown County

Post Office Box 421270

Georgetown, SC 29442-4200

SAMPLE

9.2. To Contractor:

9.2.1.

9.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

9.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by

mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

9.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

10. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Contractor will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Contractor**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the **Contractor**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Contractor** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Contractor** under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

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IN WITNESS WHEREOF, the parties have executed this Contract in two (2) originals, each of which shall be deemed to be an original on the Effective Date first above written.

WITNESSES:

CONTRACTOR NAME

By: _____

Its: _____

COUNTY OF GEORGETOWN

SAMPLE
By: _____

Johnny Morant, Chairman

Georgetown County Council

By: _____

Sel Hemingway

County Administrator

ATTEST:

Theresa Floyd

Clerk to Council

**EXHIBIT A
SCOPE OF SERVICES**

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SAMPLE

**EXHIBIT B
PAYMENT FOR SERVICES**

- 1) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

- 2) South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays 6% SC sales tax on all applicable purchases.

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SAMPLE