



County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR PROPOSALS

BID NUMBER: 15-079

ISSUE DATE: Friday, January 22, 2016

OPENING DATE: Wednesday, February 24, 2016 **OPENING TIME: 3:00 PM (Eastern NIST)**

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

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: Liquid Propane (LP) Gas for County Facilities and Schools

Commodity Code(s): 40503

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Ann Puckett

Phone (843)545-3083

Fax: (843)545-3500

E-mail: apuckett@gtcounty.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: Bid #15-079, Liquid Propane (LP) Gas for County Facilities and Schools

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.georgetowncountysc.org select "purchasing" and "current bids".

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Please return this completed form to Kyle Prufer, Purchasing Officer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #15-079

Item	Date	Time	Location†
Date of Issue:	Friday, January 22, 2016	n/a	n/a
Pre-Bid Conference:	n/a	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, February 10, 2016	3:00PM ET	Suite 239
Bids Received On or Before:	Wednesday, February 24, 2016	3:00PM ET	Suite 239
Bid Opening & Tabulation:	Wednesday, February 24, 2016	3:00PM ET	Suite 239
County Council Agenda:	Tuesday, March 08, 2016	5:30PM ET	Chambers
Tentative Contract Start:	Friday, April 01, 2016	n/a	n/a

†All locations at the Old Georgetown County Courthouse, 129 Screven St, Georgetown, SC 29440 unless noted.

Bid #15-079
Liquid Propane Gas for County Facilities
General Requirements

1. SCOPE:

1.1. The purpose of this solicitation is to establish a contract for the provision of Liquid Propane Gas for all agencies and activities of Georgetown County, SC (“County”) to provide a ready “as required” source for the items listed herein. The County also acts as the lead agency in making the program available for use by the Georgetown County School District (“GCSD”). The County and GCSD are separate entities and operate independently with separate facilities, coordinating personnel and billing procedures. The inclusion of the history of usage from GCSD is to demonstrate the combined product quantities for the purpose of obtaining maximum economy of scale for both agencies. Where the term “County” is used, it shall be interpreted to mean an authorized representative of either the County or GCSD as applies to the facility or location of use. Any resulting service contract(s) will be made directly by and with the appropriate agency,

2. PERIOD OF CONTRACT:

- 2.1. The period of this contract shall be twelve (12) months from the date to proceed or the date of the award whichever is later.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time.
- 2.3. Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Officer, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 2.4. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Georgetown County Council. In the event that the Georgetown County Council does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

3. PRICES AND PRICE ADJUSTMENT:

3.1. Quantities shown herein are estimated requirements for a twelve month period and Georgetown County does not obligate itself to purchase the full quantities indicated, but the price (bid factor/markup) offered must be honored should the quantities be less. The County's requirements may exceed the quantities shown, and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth in this document. Actual use for Fiscal Year 2015 is shown in Exhibit A for Georgetown County government facilities. Actual use for a three (3) year period is shown in Exhibit B for Georgetown County School District attached hereto by addendum.

3.2 For bidding purposes and for pricing after contract award, the bidder shall use the weekly LP Gas Average Price found on the State Financial Accountability Authority (SFAA) Procurement Services website under "LP Gas Averages". If it should occur that the SFAA does not publish a rate for any given week, then the previous week's publication will be used in determining weekly prices. The SFAA price report is available on-line at: http://procurement.sc.gov/webfiles/MMO_SFM/LP_Post.pdf.

Each bidder must indicate on the Pricing Schedule (attached) a bid factor "markup" of plus (+) or minus (-) from the SFAA LP Prices Report average price. This bid factor or "mark up" will remain applicable for the duration of the contract, including any extensions. The SFAA LP average price per gallon along with the bid factor (+/-) will be used to determine the delivered price per gallon for propane. **The bid factor shall include any and all charges, fees, taxes, etc. FOB destination.**

3.4 Bidding example:

For the week of January 05, 2016 through January 11, 2016 the SFAA published average price for LP Gas was \$0.4657 per gallon. If your bid factor is \$.0123, then the delivered weekly price is:

SFAA published average price per gallon	\$0.4657
Bidding factor	<u>\$0.0123</u>
Weekly delivered price for LP Gas	\$0.4780

For bid evaluation purpose, bidders shall use the SFAA published price for the week of January 05, 2016, through January 11, 2016.

4. QUOTATION LIMITATION:

4.1 Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County

5. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

5.1. As requirements arise for specific quantities of items covered herein, the authorized individuals will place orders. Please refer to the paragraph entitled, METHOD OF ORDERING.

5.2 The quantities specified in this solicitation are estimated only, and are given for the

information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered since the actual volume will depend upon requirements which develop during the contract period.

5.3 **Emergency Requirements:**

In the case of a natural disaster large numbers of propane tanks may be requested on a short term basis. Bidders are requested to define their capabilities and resources in fulfilling these needs and to provide pricing for supplemental items. County will consider the pricing on these items to be valid for a period not to exceed nine (9) months from the date of contract award, but this cost will not be evaluated as part of the bid selection process. Same day delivery of tanks shall be required on an emergency basis only, for example, due to circumstances created by a natural disaster such as flooding. Delivery shall be required by 2:00 p.m., providing that the order for tanks is placed with the vendor before 9:00 a.m. of the same day.

The Contractor shall establish an alternate source for both propane and tanks should their local facility be impacted by a natural disaster.

5.4 **Emergency Response Locations:**

County locations denoted "YES" in the Bid Solicitation Form (page 27 of 33) are those which will be involved in emergency or disaster response. Accordingly those locations are a priority for uninterrupted LP gas supply. These locations are to be equipped with an LP Gas Remote Tank Gauge (RTG) to also allow the LP Gas provider to monitor use remotely and supply product by automatic delivery.

6. DELIVERY/TIME OF PERFORMANCE

- 6.1 Georgetown County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration.

THE FAILURE OF A BIDDER TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDERS BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.

- 6.2 The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Georgetown County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.

7. BID EVALUATION/CONTRACT AWARD:

- 7.1 The bid will be awarded to the low responsive and responsible bidder on the price per gallon for line item number one (1) of the pricing schedule.

8. METHOD OF ORDERING:

- 8.1 Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 8.2 A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become a part of the resulting contract.
- 8.3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates thereto.
- 8.4. Performance under this contract is not to begin until receipt of the purchase order, or other notification to proceed by the County Purchasing Officer and/or County agency to proceed.
- 8.5 By automatic delivery using Remote Tank Gauge (RTG) in authorized locations.

9. ADDITIONS/DELETIONS:

- 9.1. The County reserves the right to add similar items/services or delete items/services in the subsequent contract as requirements change during the period of the contract. Georgetown County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

10. CANCELLATION OF ORDERS:

- 10.1. Purchases made under this contract are for readily available supplies specified herein. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

11. EMERGENCY PURCHASES

- 11.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

12. SALES/DELIVERY TICKETS:

- 12.1. Calls made under this contract for delivery placed by PO, or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket which shall be prepared by the Contractor in duplicate. The Contractor's Sales/Delivery Ticket shall contain the following information:
 - a) Contractor's Name
 - b) Purchase Order, BP (Call Order Number) or SO number
 - c) Date of Purchase
 - d) Itemized list of supplies furnished

- e) Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
- f) Name of authorized representative ordering the supplies
- g) Name and location of Georgetown County Agency receiving the supplies.

12.2. In all instances, the Contractor's Sales/Delivery Ticket will be prepared in triplicate, whether delivery is made by the Contractor or pick up is made by the authorized representative of Georgetown County at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed in triplicate, by the designated representative of Georgetown County, and one copy being retained by the Contractor.

13. SPECIFICATIONS

A. GENERAL:

1. Scope of Work: The Contractor shall furnish and install all necessary equipment and appurtenances to conform to the requirements of "National Fire Protection Association (NFPA) Standard 58 Liquid Petroleum Gases." The Contractor shall furnish and install at his own expense storage tanks conforming to NFPA #58 complete with foundations, relief valves, shutoff valves, pressure and volume gauges and regulators. "No Smoking" signs shall be posted in the area of the tanks. Tanks shall be refilled on a regular schedule before they are empty unless otherwise stated herein. All tanks shall be equipped with a protective metal cover over regulators, relief valves, fill valves, gauges, etc. The contractor shall provide all necessary labor and material to furnish propane gas to the outlet side of the regulator or regulators. The County's authorized personnel will connect the lines at the building side of the regulator(s) and to the various gas appliances within the buildings unless otherwise requested for particular locations.
2. Site Inspection: The bidder is expected to verify site conditions to include verification of tank sizes before submitting a bid. No plea of ignorance of conditions that exist shall be the basis of additional compensation.

B. EMERGENCY SERVICE AND TELEPHONE SERVICE:

1. The Contractor shall respond to an emergency and/or "no gas" call within one (1) hour.
2. The Contractor shall furnish a local phone number where he or an authorized represented may be contacted. Either he or his authorized representative shall be available 24 hours a day, (Monday through Sunday) to receive and respond to calls. This telephone number shall be affixed to the propane tank as required by the Georgetown County Fire Code.

C. INSTALLATION AND REMOVAL:

1. The Contractor shall install the equipment and provide propane service **within** sixty (60) calendar days of the award of contract. The Contractor shall be responsible for leak testing the tank and flared connection made to the outlet side of the regulator.

2. The Contractor shall, within ten (10) days of receipt of contract, furnish a schedule of installations by site. The Contractor shall be completely responsible to coordinate the changeover with the old contractor to assure a safe transition in compliance with applicable codes and regulations. Changes in schedules will be communicated by the most direct means to the applicable County Representative listed herein.
3. Upon expiration or termination of this contract, the Contractor shall furnish service as may be required at the rates and under the conditions of this contract during the interim period not to exceed sixty (60) days, while the New Contractor is installing the equipment. The Contractor shall cooperate with the new Contractor to assure a safe transition in compliance with applicable codes and regulations.
4. Removal of Equipment and product shall be at no expense to the County. Any hazardous or unsafe conditions caused by such removal shall be corrected by the Contractor upon notice from the County.
5. The Contractor shall provide documentation that the organization is a licensed vendor in Georgetown County, South Carolina, as is required by law, within ten (10) working days after contract award.
6. The Contractor shall be responsible for acquiring all permits and site plan approval for the installation of propane tanks at no additional cost to the County.
 - a. It is expected that any replacement of existing equipment will be an exact replacement (i.e., tank size, offset/location, and appurtenances). Bids shall consider all costs for such exact replacements to include meeting all requirements for permits. If modifications to exact replacements are directed or required by the permit granting authority, costs associated with the modification will be a basis for additional compensation under this contract. In such event the Contractor will provide the purchasing agent a sketch of the existing installation, clearly indicating the necessary changes directed, with a detailed cost proposal. Only that necessary directed work, which is clearly in excess of an exact replacement, will be considered for additional compensation.
 - b. In the case where underground piping is currently in place, the bid should include all costs related to pressure testing such pipe. If underground pipe replacement is necessary, the cost therefore will be a basis for additional compensation as described in the immediately proceeding paragraph.
 - c. The foregoing is not to be construed as a basis for the County being responsible for reimbursing the current contractor for defects uncovered in its equipment and appurtenances currently in place.

D. OWNERSHIP:

1. Title to all inventory furnished by the Contractor shall be and remain the Contractor's and the Contractor shall be responsible for all loss of or damage to such items. Further, the Contractor therewith, together with all liability arising out of the negligence of the Contractor in installation, operation or maintenance of such facilities or in the furnishing of the services hereunder, shall assume all taxes and or other charges in connection.

E. TYPE OF GAS

The gas furnished shall be commercial propane conforming to specifications and test methods as required by Federal Specification, HD5.

F. CONTRACT REPRESENTATIVES:

1. The County's Representatives for on-site contract coordination are as follows:

a. Public Services/Public Works Division

Name: Ray C. Funnye, Director
Address: 2236 Browns Ferry Rd; Georgetown
Telephone No.: (843)545-5525

b. Recreation and Leisure

Name: Adam Payne
Address: 2030 Church Street West; Georgetown
Telephone No. (843)545-3333

c. Midway Fire and Rescue

Name: Ms. Josann Welch
Address: 67 St Pauls Place, Pawleys Island
Telephone No. (843)545-3607

d. Georgetown Fire and Emergency Services

Name: Ms. Traci Hessler
Address: 3605 Highmarket St; Georgetown
Telephone No. (843)545-3135

e. Sheriff's & 911/Communications Departments

Name: Ms. Sabrina Player
Address: 430 N Fraser St; Georgetown
Telephone No. (843)545-6035

f. Detention Center

Name: Ms. Myra McGirt
Address: 2394 Browns Ferry Road; Georgetown
Telephone No. (843)545-3422

2. The Georgetown County School District representatives for on-site contract coordination are or their designees:

a. Facility Access

Name: Mr. Tony Holcomb
Telephone: (843)527-1338
Email: tholcombt@gcsd.k12.sc.us

b. Procurement & Billing

Name: Ms. Lisa Ackerman
Telephone: (843) 436-7027
Email: lackerman@gcsd.k12.sc.us

G. SPECIFIC TASKS:

1. The Contractor shall provide protection for individual tanks and equipment located at all locations in accordance with the National Fire Protection Association Code and applicable Georgetown County Codes.

2. EQUIPMENT:

The Contractor shall properly maintain all tanks located at the listed buildings in a presentable manner, to include painting. The Contractor shall meet all the safety requirements of the National Fire Protection Association Code. All necessary valves, vents, piping or other devices not provided or properly installed shall be changed or installed to meet the code and regulations requirements. Such installations and/or modifications shall be made at no expense to the County. All tanks shall be located as required by the NFPA #58 or as directed by the County's Representative.

3. OPERATING PRESSURES:

The Contractor shall furnish propane gas to each building and to each appliance under all load conditions at a pressure of 11 inches Water Gauge, plus-minus 1 inch. Regulators shall be of adequate size and capacity to furnish gas at said pressure under all load conditions. The practice of setting regulators at higher pressures to provide 11 inches Water Gauges at maximum load will not be permitted. Two-stage regulation shall be provided at locations where storage tank capacities exceed 300 gallons (water), unless otherwise specified by the County's Representative. First stage shall reduce from storage tank pressure to 25-30 PSIG; second stage shall reduce to 11 inches Water Gauge.

4. METER READINGS:

At the inception of the contract, the Contractor shall fill to the maximum all tanks located at the locations listed. Thereafter, the Contractor shall refill the tanks listed on a regular schedule before they are empty or as may be otherwise specified herein.

The Contractor shall meter, from meters installed on the Contractor's bulk delivery truck(s), the Liquid Petroleum Gas (Propane) supplied for consumption by each location. The Contractor shall have the meters on all trucks delivering Liquid petroleum Gas to Georgetown County Facilities, certified in writing for accuracy by the State of South Carolina Department of Weights and Measures every six (6) months. The Contractor shall provide the Purchasing Officer with a written copy of each certification. Within ten (10) calendar days after the award of contract, the contractor will provide the Purchasing Officer a certificate executed within the previous six (6) month period, for each meter to be utilized in the performance of this contract.

H. APPLICATION FOR PAYMENT:

1. The Contractor shall supply the purchaser with one (1) copy of delivery the ticket showing the signature for receipt of propane being delivered at that location by authorized personnel. Copies of delivery ticket are to be left at the location.
2. A consolidated Invoice for propane deliveries under this contract will be submitted monthly to the County paying office. That invoice will identify the locations and costs of the deliveries covered by that invoice.

I. DELIVERY:

1. All deliveries will be made between the hours of 8:00 A.M. and 4:00 P.M (except holidays) Monday through Friday, unless otherwise requested by the County's representative.
2. All deliveries to facilities not on automatic refill basis, must be requested by the County's Representative identified herein. Under no condition will delivery request be accepted from any other source.
3. Propane deliveries to locations for Contractor scheduled delivery shall be made on an automatic refill basis to ensure that tanks do not become empty. Ways and means of determining when propane deliveries are needed in maintaining an adequate supply shall be the responsibility of the Contractor.
4. Propane deliveries must be made in a neat and businesslike manner. The contractor is responsible to clean up spills or other contamination at his expense. In the event of a delivery accident, the contractor shall take such action as necessary to comply with the regulations governing such event.

J. LIQUIDATED DAMAGES:

1. The time in which the Contractor installs their equipment and begins supplying propane is of the essence. Should propane service not begin within sixty (60) calendar days specified in Paragraph C it is understood it is understood and agreed that it will be charged to the new Contractor or the old Contractor, as appropriate, a sum of fifty (50) dollars for each day a site remains for which service has not been provided as liquidated damages, but not as penalty. The assessment of charges to the respective Contractor will be determined based upon whom the delay may be attributed.

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Instructions for Bidders
Bid #15-079
Liquid Propane Gas for County Facilities

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page two (2) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Kyle Prufer, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: kprufer@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Liquid Propane Gas for County Facilities** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

3. **IMPORTANT OFFEROR NOTES:**

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.

4. **Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no

responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. One (1) unbound, reproducible ORIGINAL, and one (1) digital copy in Adobe PDF format on either CD or DVD of proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

7. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
8. Each bid shall include descriptive literature and specifications on the product bid. However, the providing of this material shall not be considered a substitute for listing deviations. The number of pieces of descriptive literature should correspond with the requested number of bid copies.
9. Definitions:
 - a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
 - b) The term "**Liquid Propane Gas for County Facilities**" or "LP Gas" refers to the **complete set of services** as specified in this document, in every aspect.
 - c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
 - d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

11. Faxed or E-mailed bids will not be accepted by Georgetown County.
12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
13. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
14. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
15. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
16. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
17. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
18. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
19. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
20. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex,

national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

21. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
22. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.
23. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.
24. Acknowledgement of Addenda
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.gtcounty.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.
25. This Invitation for Bid covers the estimated requirements to provide **Liquid Propane Gas for County Facilities** for all Georgetown County user departments. The purpose is to establish a Term Contract with firm pricing and delivery under which the department(s) may place or receive orders as needed. The right is reserved to extend the use of this contract to any County department or agency under an intergovernmental cooperative agreement.
26. TERMS OF AGREEMENT / RENEWAL
The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.
27. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or legibly written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.
28. Request for Information or Clarification:
To ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other staff or Council members regarding the content, timing or scope of these proposals.

All questions or requests for information should be directed, in writing, before the deadline shown on page three(3) of this solicitation to:

Kyle Prufer, Purchasing Officer
Fax: (843) 545-3500, or e-mail: kprufer@gtcounty.org

29. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability

[not included]

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

30. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <http://www.wcc.state.sc.us/Frequently%20Asked%20Questions/FAQ.htm>

31. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or

from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

32. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

33. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

34. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

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

35. South Carolina Sales Tax

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

36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

37. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- b. Termination for Cause
Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. 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.

38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all, or any part, of any bid waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

49. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

50. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

51. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License.

52. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

53. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.gtcounty.org>. Select "Purchasing", then "Bids Under Review" and double click the link under the individual bid listing.

54. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

55. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

56. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

57. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

58. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates

compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

59. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Mandatory Bid Submittal Form
- Mandatory Tank Location Checklist
- Manufacturer’s/Distributor’s sales literature or specifications
- Resident Certification for Local Preference
- Substitute for Form W-9
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

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**SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 26% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____
(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS: (_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)
(Individual Must Provide SS#, Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____

BUSINESS DESIGNATION

- Individual, Sole Proprietor, or Single-Member LLC
- S-Corporation
- Trust/Estate
- Non-Profit Organization/501(a)
- Limited Liability Company (Must Circle the appropriate Tax Classification):
C = Corporation S = S Corporation P = Partnership
- C-Corporation
- Partnership
- Governmental Entity
- Other: _____

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

MEDICAL SERVICES PROVIDER ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person; and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date _____



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2010-45 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is the lesser of \$10,000 or within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is _____ [City and State].

(X) _____

Signature of Company Officer

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Bid #15-079
Mandatory Bid Submittal Form
Tank Locations Checklist

	<u>Tank Size</u>	<u>Qty</u>	<u>Emergency Response</u>
1) Georgetown County Fire and EMS			
Fire Station #2, 10391 Powell Rd Georgetown 29440	500	1	Yes
Fire Station #2, 10391 Powell Rd Georgetown 29440	500	1	Yes
Fire Station #3, 1960 Dunbar Rd Georgetown 29440	1000	1	Yes
Fire Station #4, 11309 Pleasant Hill Dr Hemmingway 29554	1000	1	Yes
Fire Station #5, 303 Georgetown Hwy Georgetown 29440	500	1	Yes
Fire Station #7, 290 Windum Dr 29510	500	1	Yes
Fire Station #8, 14296 N Fraser St Georgetown 29440	500	1	Yes
Fire/EMS Station #9, 32 Aviation Blvd Georgetown 29440	1000	1	Yes
Fire Station #10/Hdqtrs 3605 Highmarket St Georgetown 29440	500	1	Yes
Fire/EMS Station #11, 614 Pringles Ferry Rd Georgetown 29440	500	1	Yes
2) Midway Fire and Rescue			
Station #81 - Headquarters, 67 St Pauls Place, Pawleys Island, SC	500	1	Yes
Station #82 - 112 Beaumont Rd, Pawleys Island, SC 29585	500	1	Yes
Station #83 - 56 Firehouse Rd, Georgetown, SC 29440	100	1	Yes
3) Georgetown County Sheriff's Office			
County Detention Center 2394 Browns Ferry Rd, Georgetown, SC	1000	9	Yes
Sheriff HQ Station, 430 N. Fraser St, Georgetown 29440	100	1	Yes
911/Communications Tower, 478 Tanager Rd, Georgetown, SC	325 wg	1	Yes
5) Public Works Division			
Administration Building, 2236 Brown's Ferry Rd Georgetown 29440	1000	1	Yes
Vehicle Service Shop, 2242 Browns Ferry Road, Georgetown, SC 29440	TBD	1	Yes
6) Recreation and Leisure			
Choppee Regional Resource Center, 8189 Choppee Rd, Georgetown	1000	1	
North Santee CC, 1484 Mt Zion Ave., Georgetown, SC 29440	500	1	
Lambertown CC, 1540 Dawhoo Lake Rd, Andrews, SC 29510	250	1	
Pee Dee Community Center, 1336 Cohen Dr, Hemingway, SC 29554	250	1	
Waccamaw Regional Rec Ctr, 83 Duncan Ave, Pawley's Island 29585	1000	1	

Printed Name of person binding bid _____

Signature _____



MANDATORY BID SUBMITTAL FORM

Bid #15-079

Liquid Propane for County Facilities

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____

2. Bid Cost Factor:

Description	Cost
SFAA 1/11/2016 published average price per gallon	\$ 0.4657
Bidding Factor (See 3.3 on Page 4)	\$
Example of 1/11/2016 delivered price for LP Gas (TOTAL)	\$

3. SC Sales Tax Permit # _____

This purchase is subject to: **7% SC Sales Tax**

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and the amount of tax to be collected on the line above, otherwise write "NO" in both line items.

4. Bid cost must remain valid (90) days from bid opening date.

5. Contact Address: _____

6. Contact Person _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounting Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other entities in Georgetown County who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

15. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.

16. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Any price adjustments shall be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes No

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

17. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

18. Printed Name of person binding bid _____

19. Signature _____

20. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to return all Mandatory forms as attachments. Thank you.

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Pricing Schedule Mandatory Bid Submittal Form

Note: The bid will be awarded to the low responsive and responsible bidder based on the price per gallon for line item number one (1) of the pricing schedule below.

Item #	Description	<u>Qty</u>	<u>Unit</u>	<u>Unit Price)</u>	<u>Extension</u>
1	Price per gallon for contractor owned tanks delivered	Annual Est 57,000	Gal	\$	\$ (Enter \$amt on line 2 of the Mandatory Bid Submittal Form)
2	Price per gallon for county owned tanks delivered	Unknown	Gal	\$	(leave blank)
3	Price for maintenance of county owned tanks in accordance with industry standards		Month	\$	(leave blank)
4	One time charge to establish services for each new site added after start of the contract. There may be requirements on an as required basis to connect lines on the building side of the regular and or to inspect and service these lines and appliances. When such service is required it will be charged at the rates specified in items 5 and 6		Each	\$	(leave blank)
5.	Labor to connect and inspect lines and/or to service appliances and lines on building side of regulator when required		Man hour	\$	(leave blank)
6.	Parts used in conjunction with item 5 to be charged at cost plus _____%		%		(leave blank)
7.	Emergency Requirements addl. tanks			\$	(leave blank)

- 1) Company Name: _____
- 2) Printed Name of person binding bid _____
- 3) Signature _____

EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.

EXHIBIT A

Month Used:

	7/9/2015	8/9/2015	9/9/2015	10/9/2015	11/9/2015	12/9/2015	1/10/2015	2/10/2015	3/10/2015	4/10/2015	5/10/2015	6/10/2015	Annual
LOCATION	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons
020.999 50403													
STATION #2, POWELL RD.			166.9		170.5	316.7	545.5	244.9	254.7				1,699.20
STATION #3, DUNBAR RD.					128.8	109.2	990.1	204.4	285.5	161.6			1,879.60
STATION #4, PLEASANT HILL DR.			266.5					805.8					1,072.30
STATION #5 GEORGETOWN HWY.						353.1	650	594.3			224.1		1,821.50
STATION #7, WINDUM DR.							544.2	253.1	177.7				975
STATION #8, N. FRASER ST.					228.7	204.2	260	276					968.9
STATION #9, AVIATION BLVD.					140.2	168.2	275.2	165	122.2				870.8
STATION #10, HQ, HIGHMARKET ST.					167.3		300.1	186.7					654.1
STATION #11, PRINGLES FERRY RD.							598.6	452.7	299.1				1,350.40
022.903 50403													
STATION #81, HQ, ST. PAULS PLACE				132.4	34.3	289.5	304.3	341.6	161.6				1,263.70
STATION #82, BEAUMONT RD.				96.6	8.9	182.9	556.8	495.4	281.6	39.4			1,661.60
STATION #83, FIREHOUSE RD.			29.5	169.3	65.5	447.3	416.5	393.7	290.7	40			1,852.50
060.207 50403													
DETENTION CENTER	1131	2198.7	3642	1114.7	3019	1927.9	2150.1	2900	6915.4	2175.5	2593.3	675.2	30,442.80
060.205 50403													
SHERIFF'S OFFICE							86.9					41.2	128.1
911 TOWER, TANAGER DR							250						250
010.151 50403													
VEHICLE SERVICES				101.6		232.9	1303	926.5	449				3,013.00
010.571 50403													
BOBBY ALFORD CENTER/EAST BAY				43		755.3		126.7					925
NORTH SANTEE COMM. CTR.			249.5				171.4						420.9
LAMBERTOWN COMM. CTR.							336.1		57.6				393.7
PEE DEE COMMUNITY CTR					50.6		104.2	149.8					304.6
068.700 50403													
CHOPPEE GYM/RESOURCE CENTER				581.5	752.1	590	836.4	1300.7	955.6				5,016.30
TOTAL	1131	2198.7	4354.4	2239.1	4765.9	5577.2	10679.4	9817.3	10250.7	2416.5	2817.4	716.4	56,964.00

EXHIBIT B – Georgetown County Schools 3-Year Usage by Campus

Total Use				
Year	Building	Utility Type	Total	
2015	Andrews Elementary	Propane (Gal.)	390.80	
	Browns Ferry Elementary	Propane (Gal.)	2,054.80	
	Carvers Bay High	Propane (Gal.)	2,743.20	
	Carvers Bay High Field House	Propane (Gal.)	717.50	
	Carvers Bay Middle	Propane (Gal.)	2,486.30	
	Georgetown High Concession Stand	Propane (Gal.)	0.00	
	Georgetown High Greenhouse	Propane (Gal.)	114.00	
	GHS Generator	Propane (Gal.)	66.30	
	J B Beck Administration	Propane (Gal.)	76.50	
	Kensington Elementary	Propane (Gal.)	1,751.20	
	Plantersville Elementary	Propane (Gal.)	682.90	
	Pleasant Hill Elementary Generator	Propane (Gal.)	572.60	
	Sampit Elementary	Propane (Gal.)	1,987.50	
	Waccamaw Elementary	Propane (Gal.)	1,424.20	
	Waccamaw High	Propane (Gal.)	1,946.20	
	Waccamaw High Fieldhouse	Propane (Gal.)	455.90	
	Waccamaw High Generator	Propane (Gal.)	0.00	
	Waccamaw Intermediate	Propane (Gal.)	2,146.30	GCSD Total
	Waccamaw Middle	Propane (Gal.)	1,471.90	21,088.10
2014	Browns Ferry Elementary	Propane (Gal.)	1,878.70	
	Carvers Bay High	Propane (Gal.)	2,018.30	
	Carvers Bay High Field House	Propane (Gal.)	951.10	
	Carvers Bay Middle	Propane (Gal.)	1,751.80	
	Georgetown High Concession Stand	Propane (Gal.)	0.00	
	Georgetown High Greenhouse	Propane (Gal.)	46.20	
	GHS Generator	Propane (Gal.)	0.00	
	Kensington Elementary	Propane (Gal.)	1,637.00	
	Plantersville Elementary	Propane (Gal.)	675.80	
	Pleasant Hill Elementary Generator	Propane (Gal.)	891.40	
	Sampit Elementary	Propane (Gal.)	906.90	
	Waccamaw Elementary	Propane (Gal.)	680.60	
	Waccamaw High	Propane (Gal.)	1,354.50	
	Waccamaw High Fieldhouse	Propane (Gal.)	105.30	
	Waccamaw High Generator	Propane (Gal.)	0.00	
	Waccamaw Intermediate	Propane (Gal.)	602.80	GCSD Total
Waccamaw Middle	Propane (Gal.)	1,611.30	15,111.70	
2013	Andrews High Greenhouse	Propane (Gal.)	0.00	
	Browns Ferry Elementary	Propane (Gal.)	2,234.40	
	Carvers Bay High	Propane (Gal.)	1,794.20	
	Carvers Bay High Field House	Propane (Gal.)	0.00	
	Carvers Bay Middle	Propane (Gal.)	1,874.90	
	Georgetown High Concession Stand	Propane (Gal.)	0.00	
	GHS Generator	Propane (Gal.)	400.00	
	Kensington Elementary	Propane (Gal.)	1,346.70	
	Plantersville Elementary	Propane (Gal.)	750.50	
	Pleasant Hill Elementary Generator	Propane (Gal.)	875.50	
	Sampit Elementary	Propane (Gal.)	1,775.50	
	Waccamaw Elementary	Propane (Gal.)	403.30	
	Waccamaw High	Propane (Gal.)	196.80	
	Waccamaw High Fieldhouse	Propane (Gal.)	129.60	
	Waccamaw High Generator	Propane (Gal.)	133.30	
Waccamaw Intermediate	Propane (Gal.)	1,578.90	GCSD Total	
Waccamaw Middle	Propane (Gal.)	1,065.10	14,558.70	