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 QUALIFICATIONS

BID NUMBER: 16-004 ISSUE DATE: Friday, January 29, 2016

OPENING DATE: Wednesday, February 24, 2016 OPENING TIME: 3:30 PM (Eastern NIST)
Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection: [none]

PROCUREMENT FOR: Land Surveyor Services, "As Needed"
Commodity Code(s): 96877

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 Old 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 Next Day Service.
3. UPS WILL 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:	**Nancy Silver**	**Kyle Prufer**
Phone	(843)545-3076	(843)545-3082
Fax:	(843)545-3500	(843)545-3500
E-mail:	nsilver@gtcounty.org	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: RFQ #16-004, Land Surveyor Services, "As Needed"

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: RFQ #16-004

Item	Date	Time	Location†
Date of Issue:	Friday, January 29, 2016	n/a	n/a
Pre-Bid Conference:	(none)	n/a	n/a
Cut-Off Time for Questions:	Wednesday, February 17, 2016	3:30PM ET	Suite 239
Bid Must be Received On/Before:	Wednesday, February 24, 2016	3:30PM ET	Suite 239
Public Bid Opening & Tabulation:	Wednesday, February 24, 2016	3:30PM ET	Suite 239

†All locations at Georgetown County Courthouse, 129 Screven Street, Georgetown, SC 29440 unless otherwise noted.

Request for Qualifications (RFQ) #16-004
Land Surveyor Services, "As Needed"

General Information:

1. Georgetown County is soliciting qualifications for a contractor to provide the following: **Land Surveyor Services, "As Needed"** on an "As Required" Basis – under an indefinite delivery/ indefinite quantity contract (IDIQ). Interested firms are invited to submit a proposal in accordance with the enclosed requirements.

2. The term of any resulting professional services agreement shall be for one year from the date the contract is signed, with options for four (4) consecutive twelve (12) month periods. The term of the contract cannot exceed a maximum of five (5) years.

3. Labor categories, priced at the billing rates specified in the resulting contract, shall be specified in each assigned purchase order. If it is necessary for the selected firm to retain sub-consultants to perform specific services, fees for those services shall require prior approval of the County Purchasing Officer.

4. Upon receipt by the County, each proposal will become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the proposal and the qualifications of the offerors. The County reserves the right to reject any and all submittals and is not bound to accept any submittal if it is contrary to the best interest of the County. The particulars of any proposal will remain confidential until a contract is signed with the successful offeror.

1) PROPOSAL SUBMITTAL REQUIREMENTS :

The RFQ response must be complete, clear and concise, and not exceed twenty (20) **8½"x11" pages, printed on two side (front and back) with a font size no smaller than 10.** The twenty page maximum does not include the following mandatory submittal forms:

- Mandatory Bid Submittal Form
- Resident Certification for Local Preference
- Mandatory Exceptions Page

The offeror shall submit the following information in the order listed below and clearly identified in separate sections of the RFQ:

A BUSINESS ORGANIZATION: State the offeror's full name, address and telephone number and the branch office or subordinate component of the firm that will perform or assist in performing the services described herein. Indicate whether or not the offeror operates as a sole

proprietorship, individual, partnership, or corporation; and list the state in which your firm is incorporated or licensed to operate.

B. STATEMENT OF QUALIFICATIONS: The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

1. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
2. References: Provide data on three (3) similar or related programs performed which must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
3. Personnel: Full-time and part-time staff, proposed Consultants, and subcontractors who may be assigned direct work on this project should be identified.

C. COMPANY ORGANIZATION: Each offeror shall provide an insight into their firm's framework by providing a response to each of the following:

1. Provide complete background on your firm, including but not limited to name, address, type of organization, age of firm, number and type of employees, principals or partners, and areas of specialization.
2. Give the names, titles, addresses, and telephone numbers for persons authorized to make representations for your firm,
3. Identify any outside associates, consultants that you company may employ and their specific responsibilities proposed to supplement you capabilities.
4. Has your firm been involved in any litigation within the past 10 years arising out of your performance? Explain fully if you have been involved in any litigation.

2) PURPOSE OF THE REQUEST FOR QUALIFICATIONS

Georgetown County is requesting Qualifications to be submitted by Professional Land Survey firms who have experience in preparing legal property descriptions and surveys of properties. Land Survey work must be performed by a South Carolina licensed certified professional Land Surveyor. The County will be reviewing these qualifications and selecting a firm to provide various Land Surveys, which will include at minimum legal property description, boundary line survey of property showing all typography, easements, encumbrances, infrastructure and encroachments, if any, or any other apparent condition of the property in connection with the County project.

Services will be requested from the successful firm on an "as needed basis" throughout the contract period. Award of a contract for services is subject to the approval of County Council and negotiation of a satisfactory contract for services. The County recognizes there may be a limited number of Land Surveyor firms capable of providing the services requested. The County is pursuing a firm with the knowledge and resources available to provide services under even the most limited time constraints.

3) BACKGROUND INFORMATION

A Land Surveyor Firm will be expected to work with the County in the preparation of survey reports. The County may provide the following information to assist in preparation of the survey: access to GIS aerial photo map of the property with the property boundaries delineated; if applicable, additional aerial photos showing floodplain or other features; GIS cadastral map with the location of the property; legal description of the property from the deed; preliminary title commitment on the property; landowner contact information including name, address, phone and e-mail if applicable; if the property is on the market listing sheet and relevant information provided by the realtor; tax parcel number and property address; and soil map outlining prevalence of varying soil types within property boundaries.

Any information provided from the public record is provided for informational purposes only and the County makes no guarantee as to the completeness or accuracy of the information.

4) SELECTION PROCESS

The following criteria will be used to evaluate each firm's qualifications. The criteria will be applied initially to written responses to this solicitation. Later, the criteria may be utilized in a determining the best candidate who may be invited to make presentations before an evaluation committee. The best candidate will then be invited to enter into a discussion of reasonable fees with the county prior to the award of the contract.

Evaluation Criteria		**Weighting**
(A.)	Previous performance on surveying projects in the Georgetown County area	40
(B.)	Quality of key personnel proposed for work projects	25
(D)	Demonstrated capacity to perform within time specified time frames	20
(E)	Demonstrated record of completing work within budgets on comparable projects	15

5) MINIMUM QUALIFICATIONS OF LAND SUVEYOR / LAND SURVEYOR FIRM

- Must be licensed by the State of South Carolina as a professional surveyor.
- Minimum five (5) years experience.
- Certification from a recognized professional surveyor association (i.e. National Society of Professional Surveyors (NSPS)). Must be able to provide proof of certification stated.
- Experience providing the following types of survey information for residential, commercial, agricultural and open space properties on a time sensitive basis:
  - Land descriptions, including those involving disputed boundaries or defective deed descriptions
  - Riparian rights, hydrology, and meandered bodies of water
  - Reconciliation of past and present measurements
  - Subdivision of sections
- Ability to prepare and certify land title survey in accordance minimum standard detail requirements for current ALTA/ACSM land title surveys and accuracy standards for ALTA/ACSM land title surveys as adopted by American Land Title Association, American Congress on Surveying & Mapping and the National Society of Professional Surveyors.

- A list of clients (including name of contact, address, phone numbers and descriptions of work performed) for which similar projects have been performed. Name and qualifications of key personnel involved should be identified.
- Ability to recognize and report circumstances in performing a survey that are pertinent to the specific County project necessitating the survey.
- Ability and commitment to provide continuous professional service during the contract period on a time sensitive basis.

6) STATEMENT OF QUALIFICATION CONDITIONS

The following outlines a variety of typical services that are to be performed by the Land Surveyor. Responses need not reflect an identical work plan, but should identify ways in which the Land Surveyor usually meets similar needs for their clients. Responses should include, when appropriate, supporting documentation.

1. Explain how you will become familiar with the County of Georgetown, and its parks, roads, and open space areas.

2. State and explain your experience in providing certified survey services of a similar nature to the ones outlined in this RFQ to Georgetown County and other public entities, in particular:

    a. Boundary Survey
    b. Topographic Survey
    c. Hydrographic Survey
    d. ALTA/ACSM Survey

    Your response should include average timeline for preparation of each of the types of surveys identified and any other information reflective of your ability to be responsible to objectives that may be unique to Georgetown County.

3. Describe, in general, the nature, structure and flexibility involved in providing survey services on a time sensitive schedule. Include any procedures you have or will put in place to ensure the security of the records.

4. Identify any technological resources and/or innovations available to service the County as a client.

5. Describe any additional services available through your Firm and how the availability of these services can be beneficial to the County.

7) BUSINESS SECTION PROPOSAL INSTRUCTIONS:

7.1 The County **IS NOT** requesting Business Proposals at the present time. The County will request Business Proposals under separate cover from one or more qualified offerors at a later date. The County reserves the right to require that Business Proposals be submitted by a certain deadline, and the County reserves the right to not accept any Business Proposals that are submitted after the designated date and time.

8) PRICING:

8.1 The subsequent contract will be an indefinite delivery/indefinite quantity contract. Individual work projects ordered under the terms of the contract will be on a firm-fixed price basis. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the duration of this contract. Changes in cost for subsequent yearly contract renewals will be based on the Consumer Price Index (CPI-U).

8.2 Price Reduction - If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a " general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to the Contractor's customers generally or (2) in the Contractor's price schedule for the class of customers i.e. wholesalers, jobbers, retailers, etc which was used as the basis for proposing on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered "a general price reduction" under this provision. The Contractor shall submit their invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract. In addition, the Contactor will within ten days of any general price reduction notify by letter the Purchasing Officer of any such reduction. Failure to do so may result in termination of the contract.

9) BASIS FOR AWARD:

9.1 A Selection Advisory Committee will review and evaluate all qualifications submitted in response to this Request for Qualifications. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and in accordance the evaluation criteria listed above. Based upon this review, the business proposal of the highest rated offeror will then be requested under separate cover. The County will provide the necessary instructions for the format of the requested Business Proposal at that time.

9.2 The County shall engage in individual discussions with one or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed work, as well as alternative concepts. However, information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, as outlined in this paragraph, on the basis of the evaluation factors published in this Request for Proposal and all information developed in the selection process to this point, the County shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. However, the County may elect to cancel this solicitation and make no award. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

9.3 Georgetown County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

9.4 The County Purchasing Officer may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

9.5 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Officer, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

10) TASK ORDER PROCEDURES:

10.1 The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.

10.2 Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.

10.3 Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.

10.4 Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.

10.5 There is no limit on the number of task orders that may be issued against this Contract, if and when needed.

10.6 In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

11) PURCHASE ORDER:

11.1 Services are not to begin on any project until receipt of a purchase order for a specific task.

12) CONTRACT TERM AND RENEWAL:

12.1 The initial contract term will be for a twelve (12) month period from the effective date of the contract.

12.2 The County reserves the right, at its sole option, to renew any resulting contract for up to four (4) additional 12 month terms. 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.

13) DATA SOURCES:

13.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

14) ACCESS TO AND INSPECTION OF WORK:

14.1 The Georgetown County Purchasing Officer and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

15) DELAYS AND SUSPENSIONS:

15.1 The Contractor must give the County Purchasing Officer written notice if Georgetown County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Officer written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

15.2 The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Georgetown County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

16) CHANGES:

16.1 Georgetown County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Officer must approve all work that is beyond the scope of this Request for Proposal.

16.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Georgetown County Purchasing Officer.

17) SERVICE CONTRACT WARRANTY

Contractor agrees to:

17.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

17.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

17.3 All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

17.4 Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Georgetown County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

17.5 Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Officer.

18) INDEFINITE QUANTITY CONTRACT

18.1 This is an indefinite-quantity contract for the services specified and effective for the period stated.

18.2. Delivery shall be made only as authorized by orders issued in accordance with the Ordering Provisions specified in Paragraph 18 below. The Contractor shall furnish the County, when and if ordered, the services specified in the RFQ up to and including the quantity designated as the "maximum." The County will order at least the quantity of service designated as the "minimum."

18.3 There is no limit to the number of Orders that the County may issue. The County may issue orders requiring delivery to multiple destinations.

18.4 Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified within the order. The contract shall govern the contractor's and the County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

19). ORDERING

19.1 Any services to be furnished under this contract shall be ordered by issuance of purchase orders by the individuals designated by the County. If the county exercises all available options, such orders may be issued from the effective date of the contract though sixty (60) months after the effective date of the contract.

19.2 All purchase orders are subject to the terms and conditions of the contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

19.3 If mailed, a purchase order is considered "issued" when the County deposits the order in the mail. Orders may be issued by mail, by facsimile, or by electronic commerce methods.

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Instructions for Bidders
Bid #16-004
Land Surveyor Services, "As Needed"

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 29442-1270
   Fax: (843) 545-3500
   Email: kprufer@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Land Surveyor Services, "As Needed"** 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 of your 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. Definitions:
   a) The terms "Proposer", "Offeror", "Vendor" 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 "**Land Surveyor Services, "As Needed" or "Service"** 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 that those who cannot.

9. 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.

10. Faxed or E-mailed bids will not be accepted by Georgetown County.

11. 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.

12. 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.

13. 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. If none, write "NONE".

14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.

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. Certification of Non-Segregated Facilities
The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor s prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

24. 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.

25. Acknowledgement of Addenda
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" and "Bids Under Review". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

26. This Invitation for Bid covers the estimated requirements to provide **Land Surveyor Services, "As Needed"** for the Georgetown County Management Information Services(MIS) Department. The purpose is to establish am IDIQ Contract under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

27. 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.

28. PRICE ESCALATION/DE-ESCALATION:
Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

30. 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

Minimum limits are $1,000,000 per occurrence.

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.

31. 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.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1

32. 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.

33. 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.

34. 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.

35. 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 29442-1270

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

36. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate is 7% which includes a VAT for Georgetown County.

37. Assignment of Contract

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

38. 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.

39. 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

40. 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.

41. Applicable Laws

This Agreement sha1l be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

42. 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.

43. 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.

44. 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 of 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.

45. Notice of Award

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or

reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

52. 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.

53. 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. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:
http://www.georgetowncountysc.org/building/default.html

54. 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.

55. Bid Tabulation Results
Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: http://www.georgetowncountysc.org. Select "Bid Opportunities", then "Bids Under Review" and double click the link under the individual bid listing.

56. 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.

57. 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.

58. 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.

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

60. 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.

61. <u>Vendor Checklist</u>

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

- Substitute for Form W-9
- Mandatory Bid Submittal Form
- Resident Certification for Local Preference
- 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.

[The remainder of this page intentionally left blank.]

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 ☐ C-Corporation
☐ S-Corporation ☐ Partnership
☐ Trust/Estate ☐ Governmental Entity
☐ Non-Profit Organization/501(a) ☐ Other:_____
☐ Limited Liability Company (Must Circle the appropriate Tax Classification):
C = Corporation S = S Corporation P = Partnership

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person; and
4. 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 #2014-02 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 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 #2014-02, 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 #2014-02, and our principal place of business is _____ [City and State].

(X)_____

Signature of Company Officer

[The remainder of this page intentionally left blank.]

MANDATORY BID SUBMITTAL FORM
Bid #16-004
Land Surveyor Services, "As Needed"

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. Contact Address:_____

   _____
3. Contact Person _____
4. Telephone Number _____Fax Number_____
5. E-Mail address _____
6. Remittance Address: _____

   _____
7. Accounting Contact _____
8. Telephone Number _____Fax Number_____
9. E-Mail address _____
10. FEIN or Social Security Number: _____
11. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

    The specific line item description and fee will be based on project specific agreement.

CONSULTANT Services	Fee Per Hour
Principal	$_____
Senior Project Manager	$_____
Project Manager	$_____
Senior Engineer	$_____
Engineer	$_____
Survey Party Chief	$_____
3-Person Survey Crew	$_____
2-Person Survey Crew	$_____
1-Person Survey Crew	$_____
Draftsperson	$_____
Clerical	$_____

12. Suspension and Debarment
Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed $25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See https://www.epls.gov/ for additional information.]

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

☐ **Yes** ☐ **No**

14. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

15. RENEWAL OF CONTRACT
The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Pricing for additional terms 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.

16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
The undersigned certifies that the vendor listed below 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.

☐ **Yes** ☐ **No**

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. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 15-083 were received.

19. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

20. INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

☐ Our company does not accept VISA government procurement cards.

21. Customer References:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	

Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

22. Printed Name of person binding bid _____

23. Signature (X)_____

24. Date_____

<u>NOTE</u>: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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EXCEPTIONS PAGE

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

STATE OF SOUTH CAROLINA) **PROFESSIONAL**
) **SERVICES**
GEORGETOWN COUNTY) **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 _____ whose Administrative Office is located at _____ (**"Contractor"**).**

This Contract for Professional Services ("Contract"**) is dated this _____ day of _____, 2011, and shall have an Effective Date of the _____day of _____, 2011 (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;

SAMPLE

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 three 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:

SAMPLE

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;**

SAMPLE

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.**

SAMPLE

9. 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.

10. 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:

10.1. To County**:**

10.1.1.

Mr. Kyle Prufer, Procurement Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-1270

10.2. To Contractor**:**

10.2.1.

_____
_____
_____
_____

10.3. Form of Notice**:**

All notices required or permitted under this Contract shall be effective:

10.3.1. **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**

10.3.2. **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.**

SAMPLE

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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SAMPLE

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.**

WITNESS:

_____

CONTRACTOR NAME

By:

Its: _____

COUNTY OF GEORGETOWN

By: _____

Sel Hemingway

County Administrator

ATTEST:

_____

Ollie Lewis

Assistant to the Administrator

SAMPLE

EXHIBIT A
SCOPE OF SERVICES & PAYMENT TERMS

SAMPLE

EXHIBIT B
PAYMENT FOR SERVICES

SAMPLE