

County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 424200, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR PROPOSALS

BID NUMBER: 16-029

ISSUE DATE: Friday, March 25, 2016

OPENING DATE: Wednesday, April 13, 2016 **OPENING TIME: 3:30 PM (Eastern NIST)**

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

Pre-Bid Conference: (none)

PROCUREMENT FOR: FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment

Commodity Code(s): 94654

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 424200
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

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

IMPORTANT OFFEROR NOTES:

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

Purchasing Contacts:

Ann Puckett
Phone (843)545-3082
Fax: (843)545-3500
E-mail: apuckett@gtcounty.org

Kyle Prufer
(843)545-3082
(843)545-3500
kprufer@gtcounty.org

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



Intent to Respond

REF: RFP #16-029, FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment

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.gtcounty.org, select Quick Links, "Bid Opportunities" 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: Request for Proposal #16-029

Item	Date	Time	Location
Date of Issue:	Friday, March 25, 2016	n/a	n/a
Pre-Bid Conference:	[none]	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, April 06, 2016	3:00PM ET	Suite 239
Bids Must Be Received On/Before:	Wednesday, April 13, 2016	3:30PM ET	Suite 239
Public Bid Opening and Tabulation:	Wednesday, April 13, 2016	3:30PM ET	Suite 239
Recommendation to Council:	Tuesday, April 26, 2016	5:30PM ET	Council Chambers
Final Contract:	Friday, May 06, 2016	n/a	n/a
Lease/Purchase Closing:	No Later Than Thur. June 30, 2016	TBD	TBD

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

RFP #16-029
FY16 MUNICIPAL LEASE/PURCHASE FINANCING
FOR VEHICLES AND HEAVY EQUIPMENT

Introduction:

The Georgetown County, South Carolina Finance Department is seeking proposals for BANK QUALIFIED RATES on Municipal Lease Purchase financing for replacement vehicles and heavy equipment for various county departments. A summary of the equipment to be purchased and financed is outlined herein. The County’s current bond ratings are Moody’s: Aa2 and S&P: AA-.

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 three (3) 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 424200
 Georgetown, SC 29442-4200
 Fax: (843) 545-3500
 Email: kprufer@gtcounty.org

General Requirements:

1. Georgetown County is requesting a municipal lease purchase agreement of varying terms as identified by item in the equipment schedule list below. **Payments are to be made annually, in arrears, as noted in the schedule of vehicles in the Bid Submittal Pages.**

2. **The County requires a firm rate that is good until closing.** The County's intent is to close on entire financing package no later than Thursday, June 30, 2016 (see the Bid Timeline on page 3 above) and that funds will be:
 - a) Deposited into an escrow account for subsequent drawdown as equipment is purchased. We want an amortization schedule based on the date of closing, not a series of schedules that correspond to equipment delivery dates.
3. Georgetown County will provide a Resolution of Official Intent to Reimburse pursuant to the requirements of the United States Treasury Regulations, Section 1.150-2.). A sample copy of Resolution #2013-14 "**Declaration of Official Intent to Reimburse**" is attached hereto as "**Exhibit A**". This resolution was presented to, and approved by, County Council on September 22nd, 2015.
4. A copy of the **Vehicle and Equipment Summary** is attached hereto as "**Exhibit B**".
5. All equipment will be titled in the County's name and the County will provide adequate repair and replacement insurance on all items. The insurance requirements listed on pages 10, 11 and 12 are requirements of insurance coverage for contract holders who provide the County with goods and/or services.
6. Georgetown County does not anticipate that it will exceed \$10,000,000 in tax-exempt obligations during calendar year 2016 and as a result this lease/purchase will be designated as "bank qualified" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.
7. Georgetown County believes strongly in the bond of customer service formed between lessor and lessee and does not wish to have the lease/purchase agreement transferred or sold after an agreement has been reached.
8. Each offeror must disclose, in this submittal, any and all fees to be levied upon Georgetown County in the establishment of an escrow account, and similarly any and all earnings available to Georgetown County in the establishment of an escrow account, to be used in the handling of this municipal lease purchase agreement. Any fees, legal, escrow, professional services, etc. which are not fully reported and itemized in the table provided in the Mandatory Bid Submittal Form on page 22 of 34 at the time of the submittal will not be considered to be part of any resulting agreement.
9. There must be included an ownership clause in favor of Georgetown County at the conclusion of the Municipal Lease contract period.
10. Proposals must be valid for a minimum of thirty (30) days from the opening bid date.
11. All applicable taxes, permits, costs of lawyers for the County and any other costs shall be the County's responsibility and separately payable by the County.
12. Any penalty charges that would apply for early buyout of the lease, other than accrued interest, must be identified and a method of calculation disclosed.
13. There must be no significant residual or balloon payment at the end of the contract term.

14. Each offeror must provide a list of all documents required to be executed at the inception of each lease, define their purpose, and attach a sample of each to your proposal.
15. The County desires the most thoroughly acceptable service available. The specifications below outline the minimum requirements of the proposed service. They are provided to assist bidders in understanding the objectives of the County and submitting a thorough response. Quotations received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria. The successful bidder:
 - a) Recognizes and understands that the County desires a lease/purchase for the principal amount of its contracts with its vendors. In the event that this amount must be changed prior to the execution of the financing agreement, the County reserves the right to use the responses to this Request for Proposal for selecting the financing firm and to subsequently negotiate adjustments as necessary to accommodate any changes occurring in the financing amount.
 - b) Ensures the County shall have the option to prepay in part or in full without any prepayment penalty, unless specifically indicated in the proposal.
 - c) Includes a schedule of payments which reflects the payment dates, payment amount, principal portion, interest portion, and concluding payment (balance).
 - d) Indicates the annual percentage rate(s) the County will be required to pay for the financing of this project.
 - e) Individually identifies all costs, such as legal fees, printing, or other costs, if any.
 - f) Indicates who will serve as trustee if needed.
 - g) Ensures that they will not transfer or sell the lease to any other financial institution or entity whose intent is to provide financial services.
16. The one-year term of the contract agreement should not be confused with the lease/purchase financing term specified for vehicles and heavy equipment. Any contract for financing awarded as the result of this solicitation will be to the named institution for the full length of the financial terms as contained within Exhibit B.
17. Additional conditions and requirements will include:
 - a) The County prefers one escrow, the amount to be determined at closing;
 - b) This will be considered a Master Lease Agreement;
 - c) There are to be three (3) separate schedules based on the various terms provided; and
 - d) If necessary, the Resolution of Intent to Reimburse will be amended at closing.
18. The County will not accept proposals are "contingent upon credit check". All financial institutions must make any necessary credit checks before responding to this solicitation and subsequently submit a responsive and responsible offer.

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Instructions for Providers
FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment
Bid #16-029

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 424200, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: kprufer@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment** 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 "FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment" 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 than 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. 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.
17. 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.
18. 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.]

19. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
20. 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.
21. 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.
22. 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.
23. 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.gtcountry.org, select "Bid Opportunities" from the *Quick Links* box on the homepage. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.
24. This Invitation for Bid covers the estimated requirements to provide **FY16 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment** for the Georgetown County Public Services Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.
25. TERMS OF AGREEMENT
The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award.
26. PRICE ESCALATION/DE-ESCALATION:
Prices are to remain firm for the contract period.
27. 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.
28. 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.

29. 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#empl>

30. 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.

31. 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 424200
Georgetown, SC 29442-4200

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

32. South Carolina Sales Tax

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

33. Assignment of Contract

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

34. 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.

35. 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

36. 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.

37. Applicable Laws

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

38. 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.

39. 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.

40. 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.

41. Notice of Award

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.gtcounty.org/building/default.html>

47. Bid Tabulation Results

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

48. 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.

49. 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.

50. 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.

51. Response Clarification

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

52. 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.

53. Vendor Checklist

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

- Mandatory Bid Submittal Form;
- Non-Collusion Form;
- Samples of all documents required to be executed at the closing;
- Disclosure of all charges and/or earnings associated with Escrow Account;
- Resident Certification for Local Preference;
- Mandatory Exceptions Page; and
- Substitute Form for W-9.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT A

STATE OF SOUTH CAROLINA) RESOLUTION #2015-21
) DECLARATION OF OFFICIAL INTENT
COUNTY OF GEORGETOWN) TO REIMBURSE

WHEREAS, Georgetown County ("County") has previously determined and approved a Capital Equipment Replacement Financing Plan; and

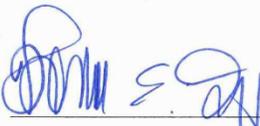
WHEREAS, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section; and

WHEREAS, the undersigned is authorized to declare the official intent of Georgetown County, South Carolina (the "Issuer") with respect to the matters contained herein.

BE IT THEREFORE RESOLVED, as follows:

- 1. **Expenditures to be Incurred.** The Issuer anticipates incurring expenditures (the "Expenditures") for various equipment included in the FY 2016 Capital Equipment Replacement Plan (the "Project").
- 2. **Plan of Finance.** The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.
- 3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$3,000,000.
- 4. **Declaration of Official Intent to Reimburse.** The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted this 22nd day of September 2015.

SEAL
By: 
Clerk to County Council
Georgetown County, South Carolina

By: 
Chairman, County Council
Georgetown County, South Carolina

EXHIBIT B

Dept #	Department	Authorized Vehicle	VIN	Year Model	Make	Model	Financing Term (Yrs)	Outlay Budgeted	Veh/Equip Purchase Price	Financing Required
Lease 2015-1										
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
205	Sheriff	Patrol Vehicle	No PO Available				4	\$ 38,100.00	not available	\$ 38,100.00
								\$ 495,300.00	\$ -	\$ 495,300.00

Lease 2015-2										
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,771.00	not available	\$ 40,771.00
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,771.00	not available	\$ 40,771.00
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,771.00	not available	\$ 40,771.00
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,772.00	not available	\$ 40,772.00
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,772.00	not available	\$ 40,772.00
205	Sheriff	Administration Vehicle	No PO Available				6	\$ 40,772.00	not available	\$ 40,772.00
75.901	Emergency Telephone Fund	911 Console	PO 2016-0000162		Various		6	\$ 500,000.00	\$ 462,038.00	\$ 462,038.00
151	Vehicle Maintenance	Service Truck	3FRXF75UX5V112775	2007	Ford	F-750	6	\$ 80,000.00	\$ 62,300.00	\$ 62,300.00
301	Public Works	Tractor	PO 2016-0000270		John Deere	6110M	6	\$ 65,660.00	\$ 66,990.00	\$ 66,990.00
999	County Fire	Sandy Island Fire Truck	PO 2016-0000489	2003	Ford	Wetland	6	\$ 34,000.00	\$ 65,300.00	\$ 65,300.00
305	Landfill	(2) each 4-Blade Buzzbar	B890-01819/B890-01820	2016	Alamo	4117926	6	\$ 25,000.00	\$ 33,083.00	\$ 33,083.00
								\$ 990,060.00	\$ 689,711.00	\$ 975,111.00

Lease 2015-3										
301	Public Works	Dump Truck	PO 2016-0000423		Freighliner	MP12-112	8	\$ 147,818.00	\$ 149,365.00	\$ 149,365.00
301	Public Works	Dump Truck	PO 2016-0000423		Freighliner	MP12-112	8	\$ 132,293.00	\$ 149,365.00	\$ 149,365.00
301	Public Works	Motor Grader	1DW670GXLF672802		John Deere	670G	8	\$ 248,380.00	\$ 215,276.00	\$ 215,276.00
301	Public Works	Mack Truck	PO 2016-0000375		Freighliner	MP12-112	8	\$ 155,210.00	\$ 109,112.00	\$ 109,112.00
301	Public Works	Steel Hauling Trailer	5SPDG2639GW200675	2016	Rampant	DG55-#675	8	\$ 57,755.00	\$ 51,994.00	\$ 51,994.00
411	County EMS	Ambulance	PO 2016-0000165		Terra Star	Type 1	8	\$ 216,650.00	\$ 187,550.00	\$ 187,550.00
305	Landfill	Tracked Dozier 850J	1T0850KXCF288729	2016	John Deere	850K	8	\$ 421,354.00	\$ 313,106.00	\$ 313,106.00
305	Landfill	Articulated Off Road Truck	M19465/TF01154	2016	Caterpillar	730C	8	\$ 447,472.00	\$ 413,200.00	\$ 413,200.00
308	Recycling	Compactor	PO 2016-0000394		5-YD Stationary		8	\$ 23,750.00	\$ 24,446.00	\$ 24,446.00
308	Recycling	Compactor	PO 2016-0000394		2-YD Stationary w/Power Unit & Container		8	\$ 23,750.00	\$ 23,805.00	\$ 23,805.00
								\$ 1,874,432.00	\$ 1,637,219.00	\$ 1,637,219.00
								\$ 3,359,792.00	\$ 2,326,930.00	\$ 3,107,630.00

Dept 499 \$ 2,418,466.00 \$ 2,299,990.00
 Dept 502 \$ 941,326.00 \$ 807,640.00

MANDATORY VENDOR SUBMITTAL FORM

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2016

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)



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
FY16 Municipal Lease Purchase Financing For Vehicles & Heavy Equipment
Bid #16-029

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.

- Name of Company submitting bid _____
- Summary of Lease/Purchase **BANK QUALIFIED** Finance Terms by Payment Type:

Lease Group	Amount Financed	Terms	APR (%)	Annual \$ Payment ¹	Total \$ Payback ¹
Lease 2015-1 Financing	\$ 495,300.00	4-Yrs Arrears			
Lease 2015-2 Financing	\$ 975,111.00	6-Yrs Arrears			
Lease 2015-3 Financing	\$ 1,637,219.00	8-Yrs Arrears			
TOTAL Financing ►	\$3,107,630.00				\$

¹ Total Payback Amount, assumes full term, no late payments, penalties or interest.

- Itemized list of any and all fees that are intended by the lender to be part of this offer (if none, write "none"):

Description	No. of Occurrences	\$/Occurrence	\$/Total
Escrow Fees:			
Legal Fees:			
Professional Fees:			
Other (List):			
Other (List):			
Other (List):			
TOTAL Fees			\$

If necessary, attach additional page(s).

- Total Payback, Line 2 + Line 3:** \$ _____
- Proposed Terms must remain valid through the closing date of June 30th, 2016.
- Contact Address: _____

7. Contact Person _____
8. Telephone Number _____ Fax Number _____
9. E-Mail address _____
10. Remittance Address: _____

11. Accounting Contact _____
12. Telephone Number _____ Fax Number _____
13. E-Mail address _____
14. FEIN or Social Security Number: _____
15. 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 Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]
16. Acceptance of Invitation for Bid Content: The contents of the successful RFP may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.
17. RENEWAL OF CONTRACT
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.
18. Number of Years in Operation: _____
19. Total Annual 2015 Sales Revenue: _____
20. Total Annual 2015 Sales Revenue in Municipal Finance: _____
21. Number of Professional Employees in your Municipal Finance Group: _____
22. To how many other Municipalities do you provide municipal financing? _____
23. List all documents required to be executed at the inception of each lease and their purpose. Attach samples to your proposal, and additional pages if necessary.

24. 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**

25. Customer References of municipal lease/purchase financing projects of similar size and scope :

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:	

26. List any penalty charges that would apply for early buyout of the lease, other than accrued interest, and a method of calculation for each charge:

27. 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]

28. 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.

29. Printed Name of person binding bid _____

30. Signature (X) _____

31. Date _____

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

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".



STATE OF SOUTH CAROLINA)
)
 GEORGETOWN COUNTY)

PROFESSIONAL
 SERVICES
 CONTRACT

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

This Contract for Professional Services (“Contract”) is dated this _____ day of _____, 2016, and shall have an Effective Date of the ___ day of _____, 2016 (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

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

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

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

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

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

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

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

1.6.2. Age Discrimination in Employment Act of 1967;

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

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

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

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

2. SCOPE OF SERVICES:

- 2.1. **Contractor** shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.
- 2.2. All services to be performed by **Contractor** under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of 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:

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

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

- 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2. Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Contractor** to third parties or employees, agents, or sub-Contractors of **Contractor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of **Contractor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

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

- 5.1. All plans, reports, surveys, and other professional work product of **Contractor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to **Contractor** during the term of this Contract shall remain the property of County;

- 5.3. All intellectual property provided to County by **Contractor** and originating from this Contract shall become and remain the property of County, and **Contractor** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Contractor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

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

7. NON-APPROPRIATION:

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

8. INDEPENDENT CONTRACTOR STATUS:

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

9. 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.

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