



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 BIDS

BID NUMBER: 16-082

ISSUE DATE: Friday, August 12, 2016

OPENING DATE: Wednesday, August 31, 2016

OPENING TIME: 2:30 PM (Eastern NIST)

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

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)
Commodity Code(s): 91828, 91829, 91895

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

MAILING ADDRESS:

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

STREET ADDRESS:

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

IMPORTANT OFFEROR NOTES:

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

Purchasing Contacts:

Ann Puckett
Phone (843)545-3083
Fax: (843)545-3500
E-mail: apuckett@gtcounty.org

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

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



Intent to Respond

REF: Bid #16-082, Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)

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: Bid #16-082

Item	Date	Time	Location*
Advertised Date of Issue:	Friday, August 12, 2016	n/a	n/a
Pre-Bid Conference/Site Inspection:	(none)	n/a	n/a
Deadline for Questions:	Wed., August 24, 2016	3:00PM ET	Suite 239
Bids Must be Received on/or Before:	Wed., August 31, 2016	2:30PM ET	Suite 239
Public Bid Opening & Tabulation:	Wed., August 31, 2016	2:30PM ET	Suite 239

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

Bid #16-082

Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)

General Requirement

The Georgetown County, SC Midway Fire and Rescue District seeks to purchase two (2) Rescue/Recovery Jon Boats with Motor and Appurtenances that will be used for water rescue and recovery operations. The department operates in beachfront areas, as well as tidal basins, major rivers, and low-land shallow water areas. Major flooding in October of 2015 prompted a review of the type of vessels which should be added to the existing fleet.

Technical Specifications

The department's research identified the SeaArk Commercial 1660 Series MVT Rescue Boat as meeting their specialized needs when equipped with the Yamaha 2014 F40LEHA motor with electric tilt/trim. The County requests to receive bids on "Brand Name or Equal" comparisons, each craft meeting the specifications as published below:

Ref. N°.	Description
1	LOA (Hull Length): 16' (minimum)
2	Hull Beam, 82" (minimum)
3	Side Depth, 24" (maximum)
4	Hull Bottom Width, 60"
5	Aluminum Hull, .100 gauge
6	Transom Height, 20"
7	Center Console: Wheel, Fixed Seat, Engine Control
8	3° All-Welded Tunnel Hull
9	Rear Bench Seat
10	(2) Lockable Storage Lockers
11	(2) 12-Ft Rescue Rails
12	.125 gauge treadplate floor
14	Weight Capacity: 1250 lbs
15	Persons Capacity 6/745#
16	HP Rating: 50 (Minimum)
12	Includes Wesco Galvennel 2016 1620VSE Trailer
13	HD Urethane anti-corrosive Paint and Primer
14	LED Navigation Lights
15	Bilge Pump
16	HD Marine Battery and Switch
17	Yamaha 2014 F40LEHA motor w/ electric tilt/trim

18	Stainless Steel Prop
19	Motor Set-up, Mounting, Wiring, Installation Labor

Each offeror must include the completed Technical Specification Checklist as part of their response.

Delivery: by appointment

Midway Fire & Rescue
Headquarters, Station 81
67 St Pauls Place
Pawleys Island, 29585

Brand Name Or Equal:

The use of a “**brand name or equal**” specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand in the opinion of the Chief Procurement Officer, the County can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. In each brand name instance herein, it is the intent this be interpreted as “Brand Name or Equal”.

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Instructions for Providers
Bid #16-082
Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)

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 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 421270, Georgetown, SC 29442-1270
Fax: (843) 545-3500
Email: kprufer@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)** 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 three (3) 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. The right is reserved to extend the use of this contract to any County Department.

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 "Rescue/Recovery Jon Boats with Motor and Appurtenances (QTY-2)" or "Service" refers to the **complete set of equipment and 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. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.
13. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
14. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
15. 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.
16. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
17. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
18. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

19. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
20. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
21. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
22. 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.
23. 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.
24. 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 subcontractors 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.

25. 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.

26. 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 “Purchasing” and “Current Bids”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

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

[NIC]

e. Professional Liability

[NIC]

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#emp1>

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. 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.

32. 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.

33. 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.

34. 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 increased from 6% to 7% which includes a VAT for Georgetown County.

35. Assignment of Contract

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

36. 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.

37. 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

38. 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.

39. Applicable Laws

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

40. 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.

41. 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.

42. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there may 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.

43. Notice of Award

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

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. Delivery After Receipt of Order (ARO)

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

51. Permits

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

52. Environmental Management:

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

53. Bid Tabulation Results

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

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

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

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

57. Response Clarification

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

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

Sec 2-50. Local Preference Option

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

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

59. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Technical Specification Checklist
- Substitute for Form W-9
- Manufacturer's Descriptive Literature
- 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.

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MANDATORY BID SUBMITTAL FORM

Bid #16-082

Technical Specification Checklist

Ref. N°.	Description	Yes [√]	No [√]	Exception (Specify)
1	LOA (Hull Length): 16' (minimum)			
2	Hull Beam, 82" (minimum)			
3	Side Depth, 24" (maximum)			
4	Hull Bottom Width, 60"			
5	Aluminum Hull, .100 gauge			
6	Transom Height, 20"			
7	Center Console: Wheel, Fixed Seat, Engine Control			
8	3° All-Welded Tunnel Hull			
9	Rear Bench Seat			
10	(2) Lockable Storage Lockers			
11	(2) 12-Ft Rescue Rails			
12	.125 gauge treadplate floor			
14	Weight Capacity: 1250 lbs			
15	Persons Capacity 6/745#			
16	HP Rating: 50 (Minimum)			
12	Includes Wesco Galvannel 2016 1620VSE Trailer			
13	HD Urethane anti-corrosive Paint and Primer			
14	LED Navigation Lights			
15	Bilge Pump			
16	HD Marine Battery and Switch			
17	Yamaha 2014 F40LEHA motor w/ electric tilt/trim			
18	Stainless Steel Prop			
19	Motor Set-up, Mounting, Wiring, Installation Labor			
20	Draft (Maximum Load) SPECIFY:			
21	Hull Warranty: SPECIFY and Attach			
22	Motor Warranty: SPECIFY and Attach			

Company Name: _____

Printed Name of person binding bid _____

Signature (X) _____

Date _____

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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

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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

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MANDATORY BID SUBMITTAL FORM

Bid #16-082

Technical Specification Checklist

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 understand and accept 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. Cost of Each Vessel, equipped as specified: _____

Extended Cost for Two (2): _____

3. Shipping/Freight (If not Included): _____

4. SC Sales Tax Permit # _____ Amount: \$ _____

This purchase is subject to: **7% SC Sales Tax (Effective 05/01/2015)**

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

5. **Total Bid Cost** (Lines 3+4+5) _____

6. Manufacturer's Descriptive Literature Enclosed for Make/Model Proposing:

Yes No

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

8. Delivery Date, or number of days for delivery after receipt of order: _____

9. Contact Address: _____

10. Contact Person _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. Remittance Address: _____

14. Accounting Contact _____

15. Telephone Number _____ Fax Number _____

16. E-Mail address _____

17. 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.]

18. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

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

Yes No

20. 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.

21. 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.

22. 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

23. 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.

24. 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. 16-082 were received.

25. **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]

26. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____

Our company does not accept VISA government procurement cards.

27. Printed Name of person binding bid _____

28. Signature (X) _____

29. Date _____

NOTE: 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

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".