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

INVITATION FOR BID

BID NUMBER: 18-082 **ISSUE DATE**: Friday, December 14, 2018

OPENING DATE: Wednesday, January 9, 2019 **OPENING TIME: 3:00 PM (Eastern NIST)**
Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Site Inspection: **VOLUNTARY – On Own**

PROCUREMENT FOR: **Grass Cutting and Grounds Maintenance for Northern Parks Section**
Commodity Code(s): 98836, 98852

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) U**nited 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:	**Nancy Silver**	**Pamela Bassetti**
Phone	(843)545-3076	(843)545-3082
Fax:	(843)545-3500	(843)545-3500
E-mail:	nsilver@gtcounty.org	pbassetti@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 #18-082, Grass Cutting and Grounds Maintenance for Northern Parks Section

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: _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

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

[End of Intent to Respond]

Time Line: Invitation for Bid #18-082

Item	Date	Time	Location*
Advertised Date of Issue:	Friday, December 14, 2018	n/a	n/a
Pre-Bid Conference & Site Inspection:	VOLUNTARY – On Own	n/a	n/a
Deadline for Questions:	Wednesday, January 2, 2019	3:00PM ET	Suite 239
Bids Must be Received on/or Before:	Wednesday, January 9, 2019	3:00PM ET	Suite 239
Public Bid Opening & Tabulation:	Wednesday, January 9, 2019	3:00PM ET	Suite 239

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

Bid #18-082
Grass Cutting and Grounds Maintenance for Northern Parks Section

Background

Georgetown County Parks & Recreation Department, (GCPRD) is soliciting bids for a one-year base contract with up to four (4) optional renewal periods, for grass-cutting and general landscape maintenance for the County's Northern Parks section. This section consists of various properties, including specified building sites which must be cut on a weekly or bi-weekly or bi-monthly basis as listed. All bidders shall include with their submitted bid a detailed listing of inventory, equipment, and number of staff that they would have available for use under this agreement. Bidders shall also specify, in detail, if any new equipment will be purchased to meet the demands of this project and/or if any additional staff would be hired if awarded.

Due to the amount of acreage to be cut, and the areas to receive general landscape maintenance and trash pick-up, prospective bidders must include all weekly or bi-weekly or bi-monthly services for all sites and buildings within the parks section being bid.

Specifications and Requirements

1. Georgetown County, South Carolina is soliciting sealed bids from qualified contractors to provide grass-cutting and landscape maintenance for the Parks & Recreation Department (GCPRD) **for the parks areas listed in Exhibit A** attached (pages 8-9). **The grass-cutting season in the County is estimated to be over seven (7) consecutive months**. The contract will consist of a one-year base period with up to four (4) optional one-year renewal periods, not to exceed a maximum total of five (5) years. Optional renewals shall be approved only after satisfactory analysis is completed by GCPRD at the end of each twelve (12) month period of the work performed by the contractor.

2. Total approximate acreage to be cut for the Northern Parks Section areas is 69.22 Acres. GCPRD reserves the right to adjust the number of acres to be cut, in each area as deemed necessary while remaining within the total acreage specified at no additional cost. **Note that the maps attached, Exhibit B (pages 36-49), are for use in locating the property on which the park/facility is located and this does not imply that the full area will be cut. Only the acreage specified is included.** For additional maps, if needed, the County's GIS Map Server can be found at the following link: http://www.georgetowncountysc.org/GIS_Mapping/.

3. The growing season is from mid-March to mid-November. During that time frame, properties shall be cut either on a weekly or bi-weekly basis or bi-monthly basis, as specified. If there is an above normal rainfall at any time during this period, or a special event is scheduled,

additional mowing may be required as directed by the Georgetown County Parks & Recreation Department.

4. If an area is set-up for weekly mowing, and is not cut on the proper schedule, the grass will be too high, will clump and will require raking. If applicable to the listed parks, the correct cutting height for recreational play is 2½-inches. Cutting at regular intervals, as specified, is important.

5. Equipment and blades must be properly maintained to insure even, level cut. Excessive clippings must be blown and/or removed properly. Small debris is to be removed by the contractor (limbs, leaves, etc).

6. Trash pick-up must be done before mowing. If this is not done, vendor will be required to come back in and rake trash that was cut. The County does have a crew that visits each park site twice weekly to collect trash. Trash that is collected may be deposited in the trash bin(s) at the park site and does not have to be removed to an offsite location. This crew will also report to Parks and Recreation any areas where trash has been mown and scattered.

7. Edging must be done around shrubs, along sidewalks and walkways, light and utility poles and parking areas. All hard edges are to be mechanically edged with steel blade edger. No weed eaters for edging. If applicable to the location, there should be no chemical edging at county buildings unless approved by the Park Maintenance supervisor. Grass and weed killer may NOT be used around shrubs and other plantings where it will harm the plant.

8. If applicable to the location, where there are bleachers at the facility, do NOT use the mower or tractor to push the bleachers as bending damage will result. Areas under/surrounding bleachers should be handled by weed-eater.

9. The mowing and maintenance operation is generally Monday through Friday for the parks section. The contractor should try to avoid weekend operations for the parks section. The majority of parks and boat landings are used heavily during the weekends in the growing season. It may be possible that some remote areas can be done on weekends, and the Parks Maintenance supervisor will work with the successful contractor to determine those locations if necessary. However, any County *office buildings,* if applicable, must be maintained while closed M-F after 5pm or on weekends only.

10. The contractor should not begin work before 7:00AM, or before day and time indicated on attached Exhibit A, particularly in parks or locations that are near residences. County residents will complain, and many will directly complain to their County Council representative.

11. The requested bid price is per cut, per park. Neither the County nor the contractor can predict the number of cuts that will be required, and the growing season may be longer or shorter than seven (7) months depending on the weather.

12. If any park is located within the City Limits of Georgetown, the City will require a business license from the relative vendor.

13. Landscape maintenance such as trimming, edging, removal of any build-up of cut grass (i.e. haying), blowing cut grass off sidewalk, walkways, paved areas and litter pick-up shall be

performed as necessary. Landscape beds are to be maintained, weeded, and edged where applicable. Cost for these services shall be part of the per cut cost for each site.

14. Billing is monthly and should be received by the department the third (3rd) Monday of every month, and be itemized by park and date. Payment terms are Net thirty (30) days.

15. All prospective vendors must submit an equipment list, and a list of the number of employees assigned to this contract. The Parks and Recreation Department will verify the equipment list provided by the contractor who is recommended for award.

16. The prospective vendor must submit proof of Workers Compensation and a Certificate of Liability Insurance with minimum coverage as specified on pages 14-15 and naming Georgetown County, SC as a Certificate Holder as a condition of award.

17. SITE INSPECTION – VOLUNTARY, on own:

a) Each bidder is responsible to become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site. Further, each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

b) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

c) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

20. Fuel Cost Factor

For price adjustment purposes, indicate a decimal or percentage factor for calculating the fuel cost portion of the price per segment of the parks section that you are bidding to maintain. The Fuel Cost Factor will remain constant throughout the contract term. Place the percentage on page thirty-one (31), line item number two (2) of the Mandatory Bid Submittal Form.

21. Cost of Fuel Price Adjustment

I. Cost of Fuel Price Adjustment

a) Segment unit prices shall remain firm through the first contract year. To accommodate changes in fuel costs, prices may be adjusted annually on the contract anniversary date based on the most current Charleston, SC Average Diesel Rack as reported by SC State

Contract fuel pricing history. The contractor is expected to manage costs associated with labor, overhead and general sales and administration for the life of the original agreement. No price change related to cost issues other than fuel cost will be considered as a basis for price adjustment.

b) A fixed margin to be used in price adjustment calculations shall be calculated by subtracting the fuel cost (determined from the fuel cost factor) from the original bid unit price:

Fuel Cost = Bid Unit Price x Fuel Cost Factor

Fixed Margin = Bid Unit Price - Fuel Cost

For price adjustments, this fixed margin shall be utilized to calculate subsequent fuel costs relative to the contract unit price in effect at the time, regardless of the contractor's actual fuel cost:

Fuel Cost = Contract Unit Price - Fixed Margin

c) The benchmark fuel price index for the purpose of calculating price adjustments for the agreements resulting from this bid shall be the Charleston, SC Average Diesel Rack as reported by SC State Contract fuel history, as published in SSCO. The base value to be used for calculating the initial price adjustment shall be the index published on the week of the initial contract. Adjustments shall be calculated according to the percentage change, up or down, as reflected in this index. Only the fuel cost component of the contract unit price shall be adjusted. The adjusted fuel cost shall be calculated by one of the following formulas:

Adjusted up in accordance with the percent increase in the index value:

Adjusted Fuel Cost = Fuel Cost + (Index Value % Increase x Fuel Cost)

OR

Adjusted down in accordance with the percent decrease in the index value:

Adjusted Fuel Cost = Fuel Cost - (Index Value % Decrease x Fuel Cost)

II. The new unit price is the sum of the fixed margin and the adjusted fuel cost:

New Unit Price = Fixed Margin + Adjusted Fuel Cost

a) All calculated price adjustments shall be effective on the first calendar day of the "price adjustment" month.

b) All price adjustment calculations of less than 1 % shall not be implemented. Subsequent price changes shall be calculated by comparing the current index value to the index value last used to calculate an allowable price change, which may result in cumulative increases or decreases of more than 1 %.

c) The calculation method described herein shall not change for the life of the agreement.

d) All communications regarding price adjustments shall be directed to:

Georgetown County Purchasing Office
Attn: Nancy Silver
Post Office Box 421270
129 Screven Street, Suite 239

Georgetown County, SC 29442-4200
Fax: 843-545-3500 or E-mail: purch@gtcounty.org

22. Evaluation & Award

To determine the successful bidder, bids shall be ranked according to the following factors:

a. Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor,
15-Points

b. Ability to complete the work within the assigned time frames,
10-Points

c. Review of past record of performance on projects of similar scope,
10-Points

d. Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory,
15-Points

e. Cost to perform the work.
50-Points

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Exhibit A
Northern Section

Location:	Approx. Acreage/Service Requirement
1. Pee Dee Community Center 1336 Cohen Dr., Georgetown	1 Acre/Bi-weekly
2. Pee Dee Park 11277 Carvers Bay Rd., Georgetown	4 Acres/Bi-weekly
3. St Luke Park 245 Ritch Rd., Georgetown	8 Acres/Bi-weekly
4. St Paul Park 1520 Bromell Ave., Georgetown	3.84 Acres/Bi-weekly
5. Browns Ferry Landing Highway 51, Black River, Georgetown	1 Acre/Bi-weekly
6. Post Foot Park 311 Ledan Dr., Georgetown	1 Acre/Bi-weekly
7. Mary Bonds Park 1668 Exodus Dr, Georgetown	3.5 Acres/Weekly
8. Dunbar Park 1690 Dunbar Rd., Georgetown	7 Acres/Bi-weekly
9. Knox Swamp Park 421 Kearson Loop, Georgetown	7 Acres/Bi-Weekly
10. Petersfield Landing Road 36, Petersfield Landing Rd	½ Acre/Bi-Weekly
11. Ports Hill Landing Ports Hill Drive, Pleasant Hill	¼ Acre/ Bi-Weekly
12. Peters Creek Landing Highway 4, Choppee Rd	1 Acre/Bi-Weekly
13. Black Mingo Highway 41 Black Mingo Creek	1 Acre/Bi-Weekly
14. Annie Village Park 367 Genesis Rd., Georgetown	6 Acre/Bi-Weekly
15. Oatland Park Oatland Rd., Georgetown	5.4 Acres/Bi-Weekly

16. Plantersville Park Fields
180 Jackson Village Rd, Georgetown 3.5 Acres/Bi-Weekly

17. Plantersville Community Center and Around Basketball Court
1458 Exodus Dr, Georgetown 0.5 Acres/Weekly

18. Carvers Bay Library
13048 Choppee Rd., Hemingway 1 Acre/Weekly

19. Pleasant Hill Summary Court
9974 Pleasant Hill Dr., Hemingway 0.5 Acres/Bi-Weekly

20. Rocky Point Boat Landing-Park
Rocky Point Rd., Georgetown 3 Acres/Bi-Weekly

21. Lanes Creek Park
Johnson Rd., Georgetown 3.5 Acres/Bi-Weekly

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Instructions for Providers
Bid #18-082
Grass Cutting and Grounds Maintenance for Northern Parks Section

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

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:

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

2. Written sealed public bids for a Term Contract to provide Grass Cutting and Grounds Maintenance for Northern Parks Section 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.

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. NON EXCLUSIVITY
   Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. 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

8. 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.

9. 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 "Grass Cutting and Grounds Maintenance for Northern Parks Section" or "Service" refers to the **complete set of services** as specified in this document, in every aspect.

   c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.

   d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

   e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably that those who cannot.

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

    a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

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

12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

13. 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.gtcounty.org/about/faqs.html.

14. 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.

15. 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".

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. All Construction Contracts Over $2,000:

    a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: http://www.wdol.gov/dba.aspx#14

    b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under

construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over $2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

24. 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.

25. 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.

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

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

27. 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.

28. 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.gtcounty.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

29. This Request for Proposal covers the estimated requirements to provide Grass Cutting and Grounds Maintenance for Northern Parks Section for the Georgetown County Parks and Recreation 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.

30. TERMS OF AGREEMENT / RENEWAL
The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

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

32. 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.

33. 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

n/a

e. Professional Liability

n/a

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.

34. 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

35. 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.

36. 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.

37. 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.

38. Invoicing and Payment

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

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

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

39. South Carolina Sales Tax

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

40. Assignment of Contract

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

41. 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.

42. 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

43. 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.

44. Applicable Laws

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

45. 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.

46. 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.

47. 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.

48. Notice of Award

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

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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

57. 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.

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

59. 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.

60. 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.

61. 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.

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

63. 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.

64. <u>Vendor Checklist</u>

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

- Resident Certification for Local Preference
- Substitute for Form W-9
- Vendor Equipment & Employee Listing
- Vendor Agreement
- Mandatory Bid Submittal Form
- 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.

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, (see §1. above) and our local place of business within Georgetown County is: _____

_____

☐ 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

SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

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

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

ADDRESS: (_____
(_____
(_____

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

Social Security Number ___ ___ ___ - ___ ___ - ___ ___ ___ ___

Employer Identification Number ___ ___ - ___ ___ ___ ___ ___ ___ ___

BUSINESS DESIGNATION

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

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

☐ MEDICAL SERVICES PROVIDER ☐ ATTORNEY/LEGAL SERVICES PROVIDER

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

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

Signature: _____ Date_____

Vendor Equipment & Employee Listing

MANDATORY BID SUBMISSION FORM

All prospective vendors must submit an equipment list, and a list of the number of employees assigned to this contract. The Parks and Recreation Department will verify the equipment list provided by the contractor who is recommended for award. Please use the space provided below for this information. Additional pages may be attached as needed.

VENDOR AGREEMENT
Mandatory Submittal Form
Grass Cutting and Grounds Maintenance for Northern Parks Section
Bid #18-082

Each vendor submitting a bid proposal to Georgetown County shall agree to the conditions listed below. If a vendor cannot agree to these terms, or in any way violates the conditions, the response will be judged Non-Responsive and not considered for award. If the conditions are violated during the evaluation process for proposals prior to the execution of a contract by Georgetown County, the proposal of the vendor violating the conditions will become null and void and the vendor's submittal withdrawn from consideration for the award.

The Mandatory Conditions are:

1. All bid materials become the sole property of Georgetown County. Vendors will relinquish claim for return of submitted material.

2. It is the vendor's sole responsibility to understand the County's requirement and present a submittal that in the County's opinion meets the stated need.

3. Billing for grass cutting rendered shall be submitted monthly to GCPRD Administration at the Beck Recreation Center, 2030 Church Street, Georgetown, SC with the appropriate back up tickets for verification purposes on the **third Monday of every month.** GCPRD will then submit the invoices to the Georgetown County Accounts Payable Supervisor for payment. Payment terms shall be net thirty (30) days.

4. Work accomplished tickets for each section will be provided to vendor/vendors and it is mandatory that tickets be filled out and deposited in a designated box located at each specific grass cutting site when grass cutting at the site has been accomplished. **Tickets shall be completed by vendor and indicate vendors name the date grass was cut. Tickets must be delivered to the GCPRD Administration at the Beck Recreation Center, 2030 Church Street, Georgetown, SC, Georgetown, at the same time as the monthly billing and will be used to validate the billing invoices.**

5. Contractor will have and provide to **GCPRD**, **a cellular telephone number with voice mail capability** so that he/she can be contacted. Contractor will respond to a message or a telephone request made by a designated Parks Maintenance representative within a forty eight (48) hour time period, if not, a failure to perform penalty of ($50.00) dollars can be assessed by the County on any future payment request.

6. 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.

7. A signature below is required as a qualification of the response as meeting the purchasing needs of the County. Without the signature, the offer is null and void.

8. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or part of this bid, to negotiate with all qualified offerors, or to cancel in part or in its entirety this bid if it is in the best interest of the County.

9. Definitions:
    a) Weekly: once per week, on a regular basis
    b) Bi-Weekly: every other week, on a regular basis
    c) Monthly: once per month, on a regular basis
    d) Twice-Weekly: two times per week, on a regular basis.

Company Name_____

Printed Name of person binding bid _____

Signature (X): _____

Date_____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

MANDATORY SUBMITTAL FORM
Grass Cutting and Grounds Maintenance for Northern Parks Section
BID # 18-082

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

1. Name of Company submitting bid _____

NORTHERN SECTION REQUIREMENTS:

Site/Location:	Grass-cutting Frequency:	Single cut/Area $
Pee Dee Community Center…….. 1336 Cohen Dr., Georgetown	1 Acre/Bi-weekly	$_____
Pee Dee Park…… 11277 Carvers Bay Rd., Georgetown	4 Acres/Bi-Weekly	$_____
St. Luke Park…… 245 Ritch Rd., Georgetown	8 Acres/Bi-weekly	$_____
St. Paul Park …… 1520 Bromell Ave., Georgetown	3.84 Acres/Bi-weekly	$_____
Browns Ferry Landing…… Highway 51, Black River, Georgetown	1 Acre/Bi-weekly	$_____
Post Foot Park…….. 311 Ledan Dr., Georgetown	1 Acre/Bi-weekly	$_____
Mary Bonds Park…….. 1668 Exodus Dr, Georgetown	3.5 Acres/Weekly	$_____
Dunbar Park…….. 1690 Dunbar Rd., Georgetown	7 Acres/Bi-weekly	$_____
Knox Swamp Park…… 421 Kearson Loop, Georgetown	7 Acres/Bi-weekly	$_____
Petersfield Landing…… Road 36, Petersfield Landing Road	1/2 Acre/Bi-weekly	$_____

Ports Hill Landing……..1/4 Acre/Bi-weekly $_____
Ports Hill Drive, Pleasant Hill

Peters Creek Landing……1 Acre/Bi-weekly $_____
Highway 4, Choppee Road

Black Mingo……1 Acre/Bi-weekly $_____
Highway 41, Black Mingo Creek

Annie Village Park…….……6 Acres/Bi-Weekly $_____
367 Genesis Rd., Georgetown

Oatland Park……5.4 Acres/Bi-Weekly $_____
Oatland Rd., Georgetown

Plantersville Park Fields……3.5 Acres/Bi-Weekly $_____
180 Jackson Village Rd, Georgetown

Plantersville Community Center &
around Basketball Court……0.5 Acres/Weekly $_____
1458 Exodus Dr, Georgetown

Carvers Bay Library……..1 Acre/Weekly $_____
13048 Choppee Rd., Hemingway

Pleasant Hill Summary Court……0.5 Acres/Bi-Weekly $ _____
9974 Pleasant Hill Dr., Hemingway

Rocky Point Boat Landing-Park……3 Acres/Bi-Weekly $ _____
Rocky Point Rd., Georgetown

Lanes Creek Park…….……3.5 Acres/Bi-Weekly $ _____
Johnson Rd., Georgetown

TOTAL NORTHERN SECTION *(One Cut Cost)*: $ _____

2. Fuel Cost Factor as a portion of the price per segment = _____%

3. Bid cost must remain valid sixty (60) days from bid opening date.

4. Number of days for mobilization after Notice to Proceed:_____

5. Contact Address:_____

   _____

6. Contact Person _____

7. Telephone Number _____Fax Number_____

8. E-Mail address _____

9. Remittance Address: _____

_____

10. Accounting Contact _____

11. Telephone Number _____Fax Number_____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. 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.]

15. 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.

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

☐ **Yes** ☐ **No**

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

18. 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.

19. 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**

20. 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.

21. 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. 18-082 were received.

22. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

☐ **Yes** ☐ **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

☐ **Yes** ☐ **No**

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ **Yes** ☐ **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

☐ **Yes** ☐ **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

23. 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]

24. Customer References:

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

Entity Name:	
Contact:	
Title:	

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

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

25. INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

☐ Our company does not accept VISA government procurement cards.

26. Printed Name of person binding bid _____

27. Signature (X)_____

28. Date_____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to include all the mandatory submittal items. Thank you.

EXCEPTIONS PAGE

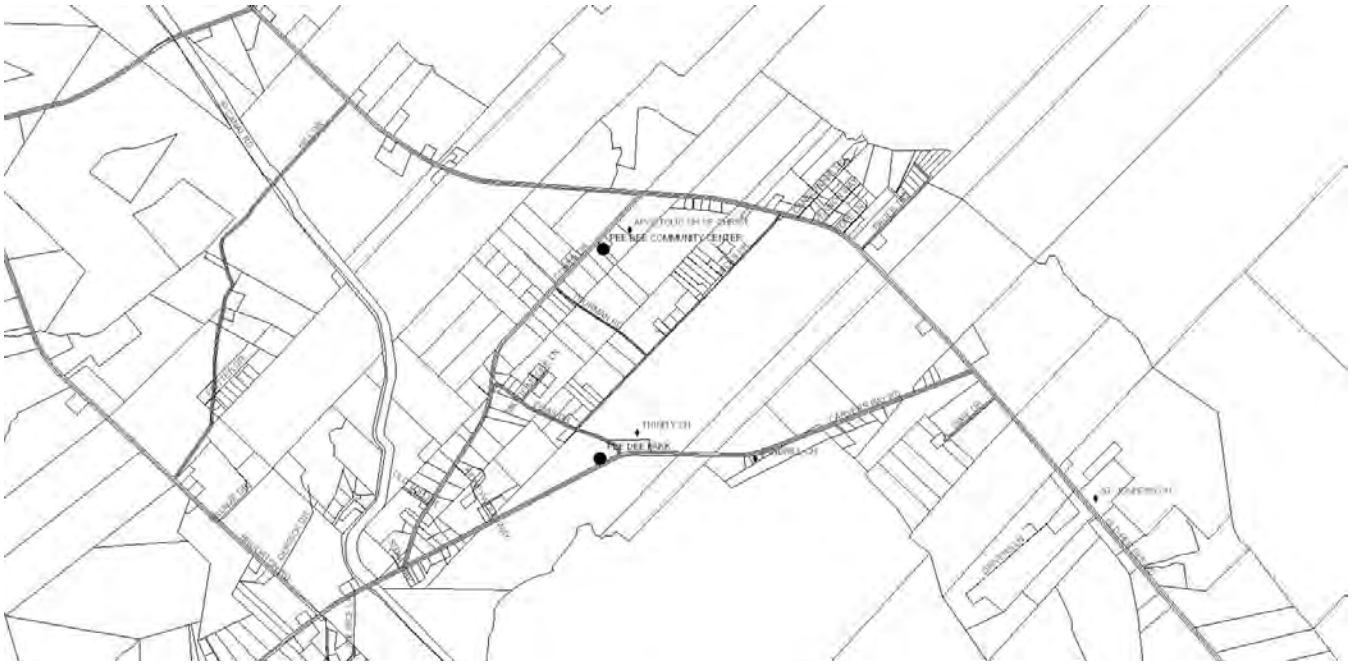
MANDATORY BID SUBMISSION FORM

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

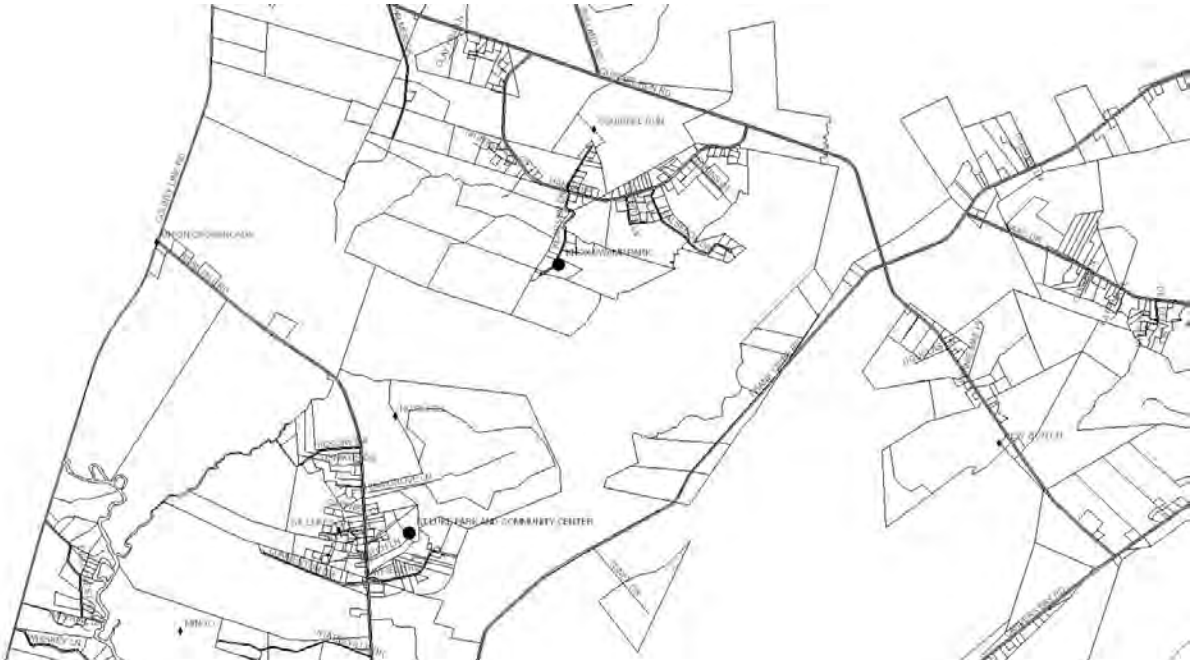
Exhibit B

FACILITY NAME	9-1-1 Address or Location Description
Pee Dee Community Center	1336 Cohen Dr., Georgetown
Pee Dee Park	11277 Carvers Bay Rd., Georgetown
St. Luke Park	245 Ritch Rd., Georgetown
St. Paul Park	1520 Bromell Ave., Georgetown
Browns Ferry Landing	Highway 51, Black River, Georgetown
Post Foot Park	311 Ledan Dr., Georgetown
Mary Bonds Park	1668 Exodus Dr, Georgetown
Dunbar Park	1690 Dunbar Rd., Georgetown
Knox Swamp Park	421 Kearson Loop, Georgetown
Petersfield Landing	Road 36, Petersfield Landing Road
Ports Hill Landing	Ports Hill Drive, Pleasant Hill
Peters Creek Landing	Highway 4, Choppee Road
Black Mingo	Highway 41, Black Mingo Creek
Annie Village Park	367 Genesis Rd., Georgetown
Oatland Park	Oatland Rd., Georgetown
Plantersville Park Fields	180 Jackson Village Rd, Georgetown
Plantersville Community Center & around Basketball Court	1458 Exodus Dr, Georgetown
Carvers Bay Library	13048 Choppee Rd., Hemingway
Pleasant Hill Summary Court	9974 Pleasant Hill Dr., Hemingway
Rocky Point Boat Landing-Park	Rocky Point Rd., Georgetown
Lanes Creek Park	Johnson Rd., Georgetown

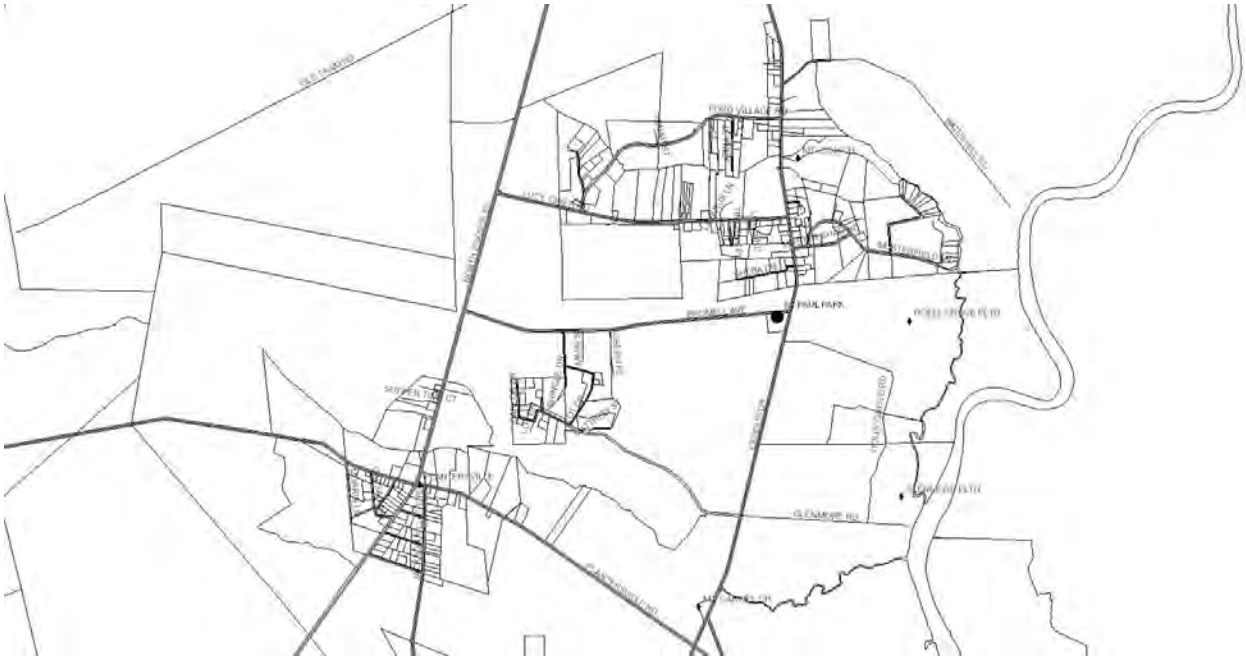
Pee Dee Community Center & Pee Dee Park



St. Luke Park & Knox Swamp Park



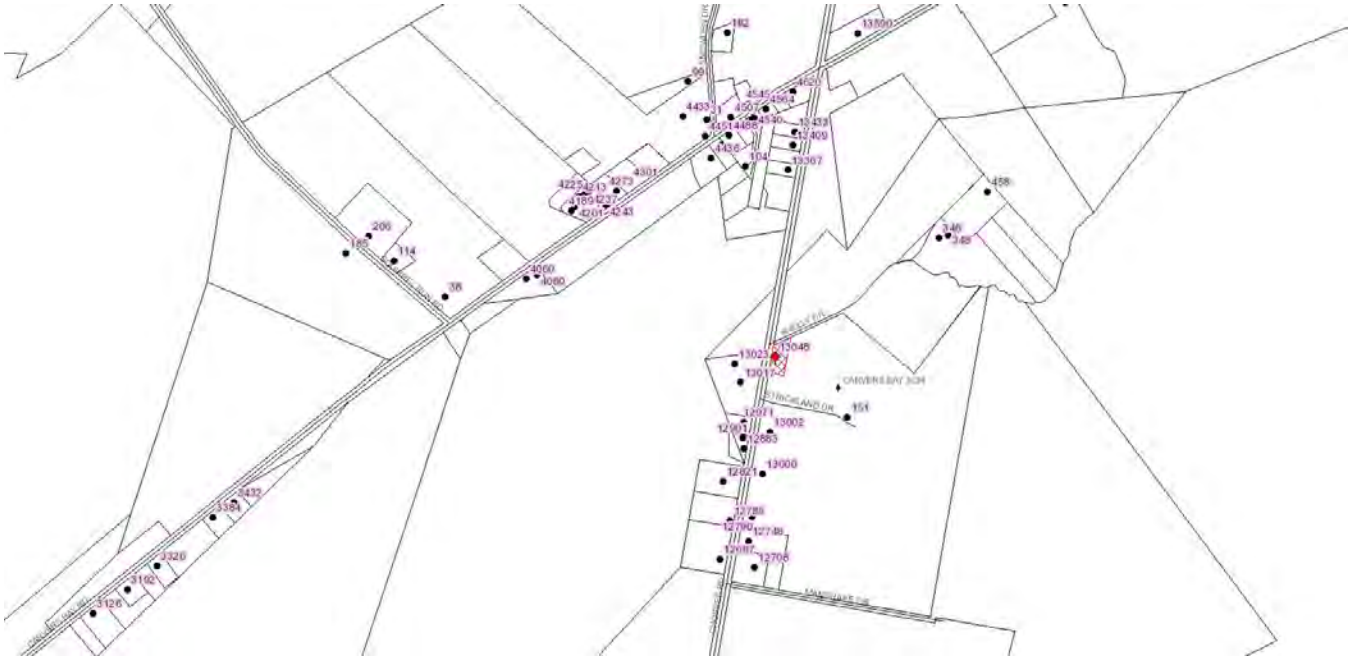
St. Paul Park



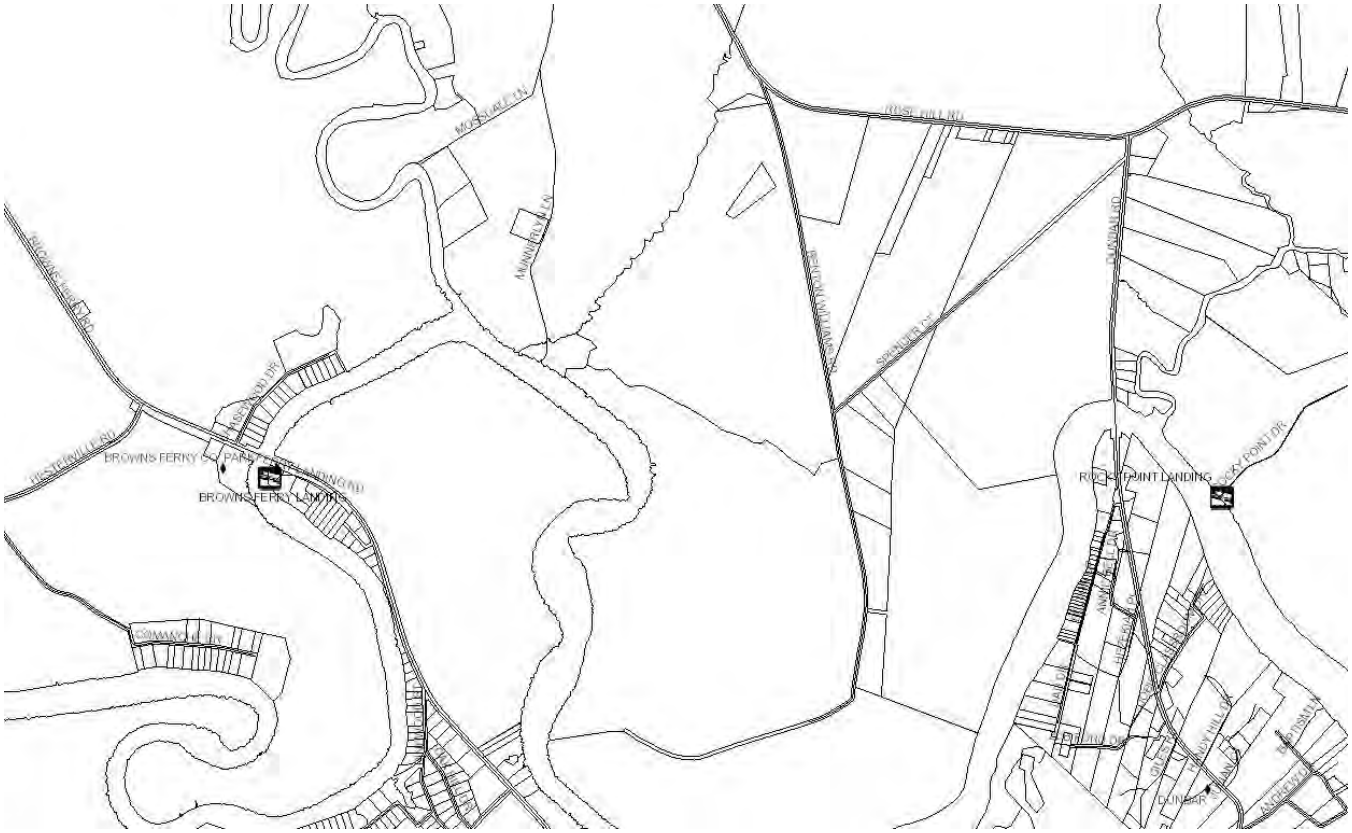
Dunbar Park & Post Foot Park

Mary Bonds Park, Plantersville Park Fields & Plantersville Community Center

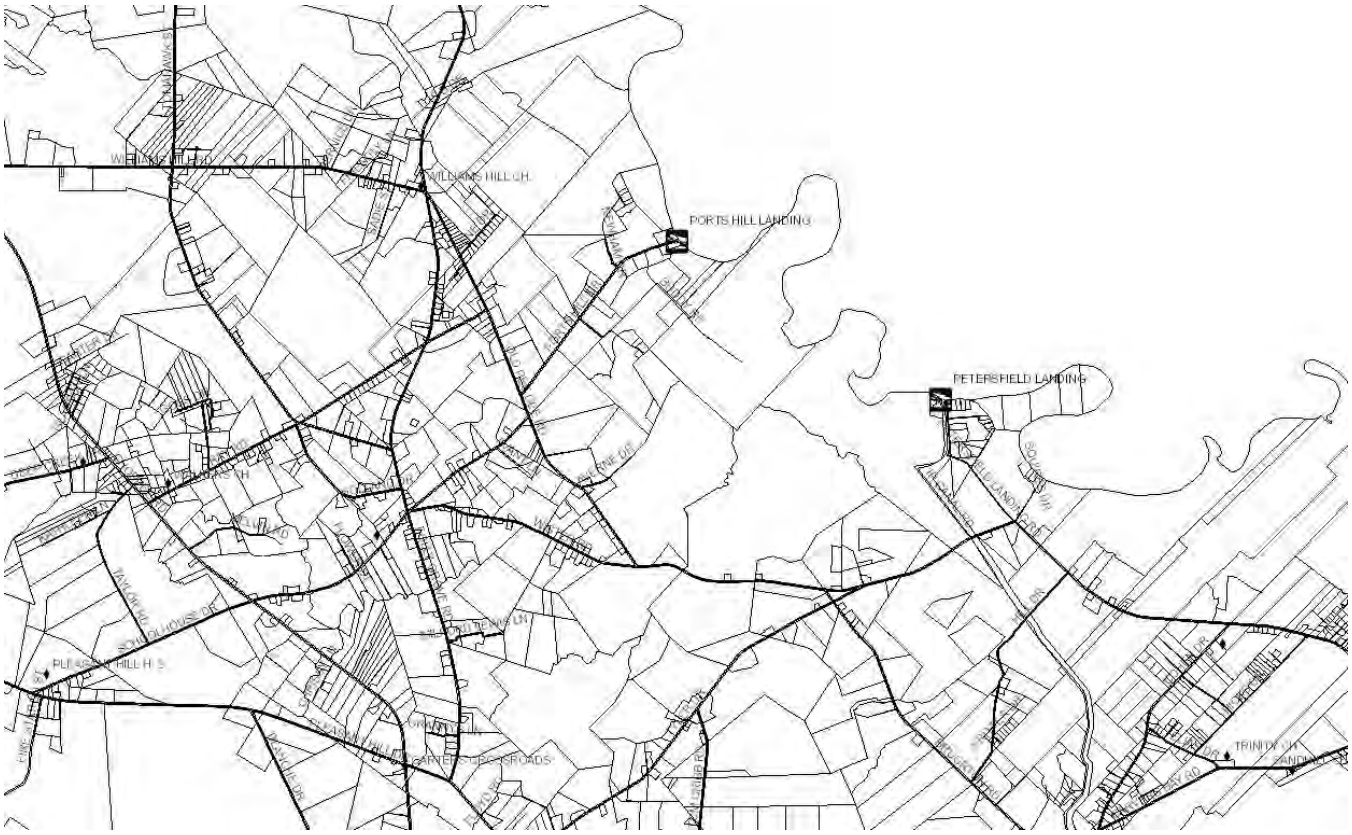
Carvers Bay Library



Browns Ferry Landing & Rocky Point Landing



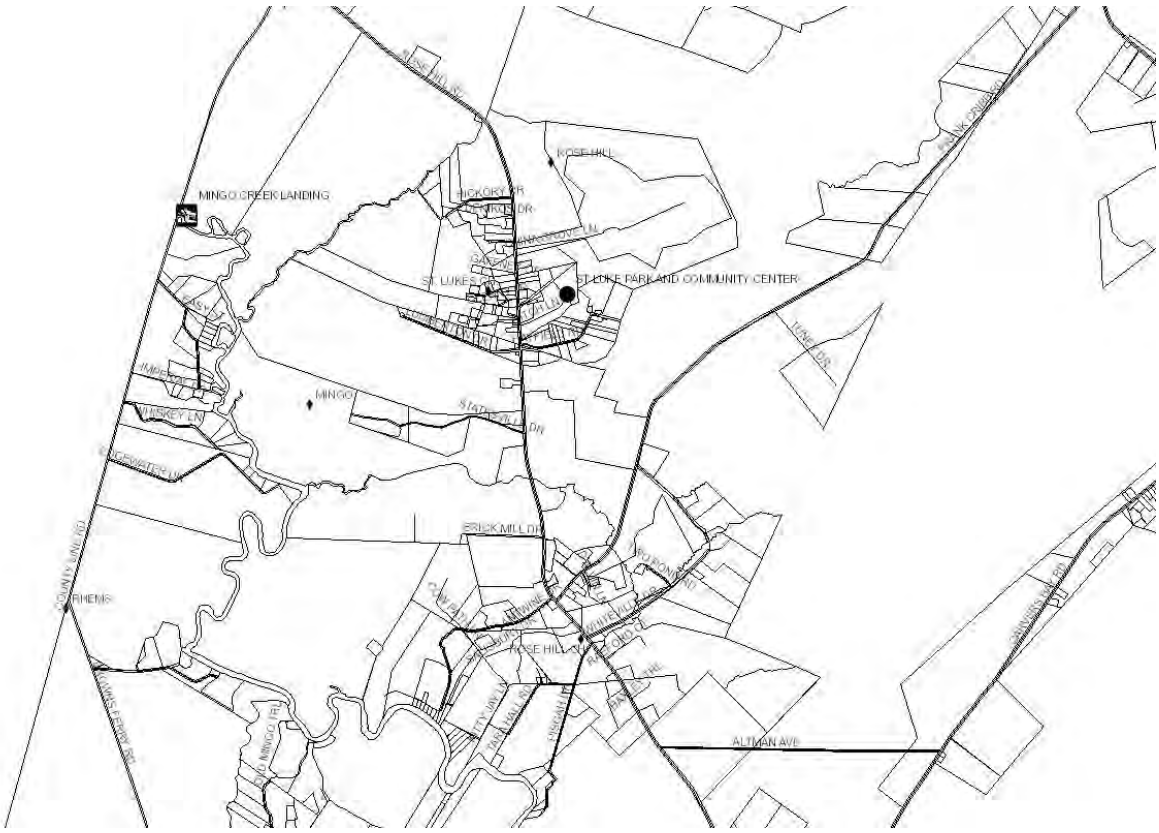
Ports Hill Landing & Petersfield Landing



Peters Creek Landing

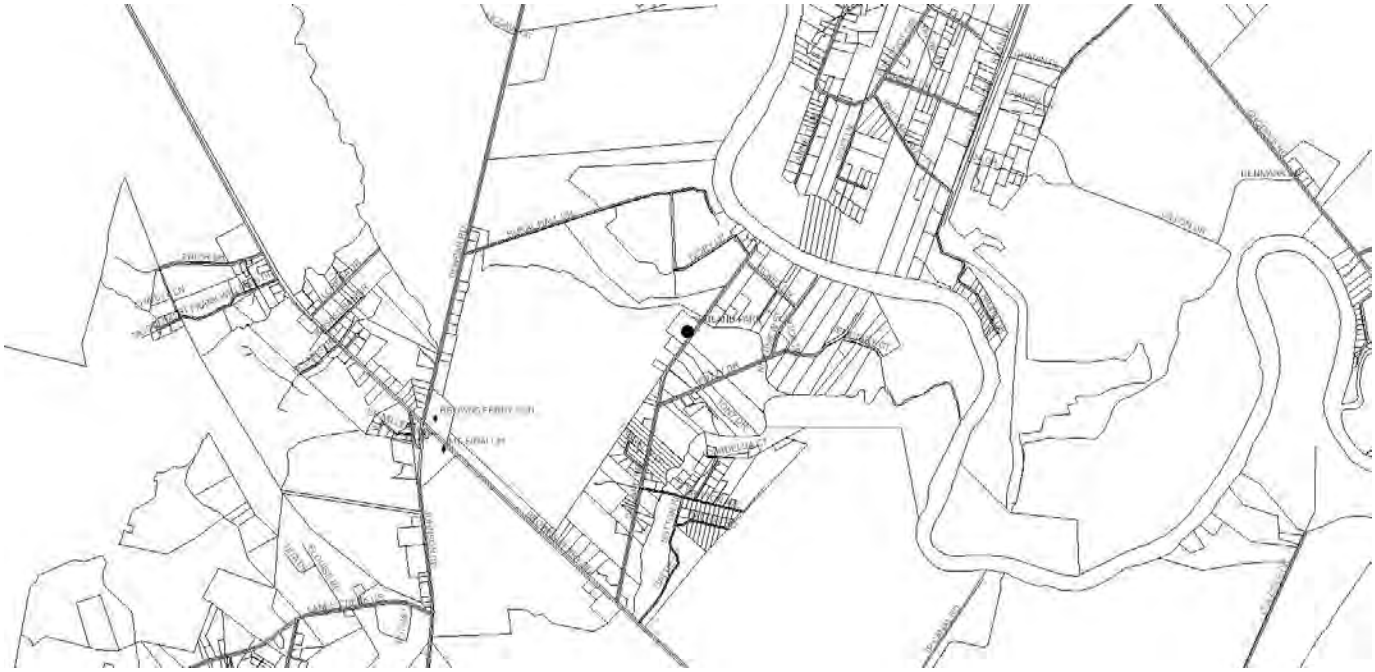
Black Mingo

MINGO CREEK LANDING
ST LUKE PARK AND COMMUNITY CENTER
BRICK MILL DR
ALTMAN AVE


MINGO CREEK LANDING
ROSE HILL
ST LUKE PARK AND COMMUNITY CENTER
MINGO
BRICK MILL DR
ALTMAN AVE

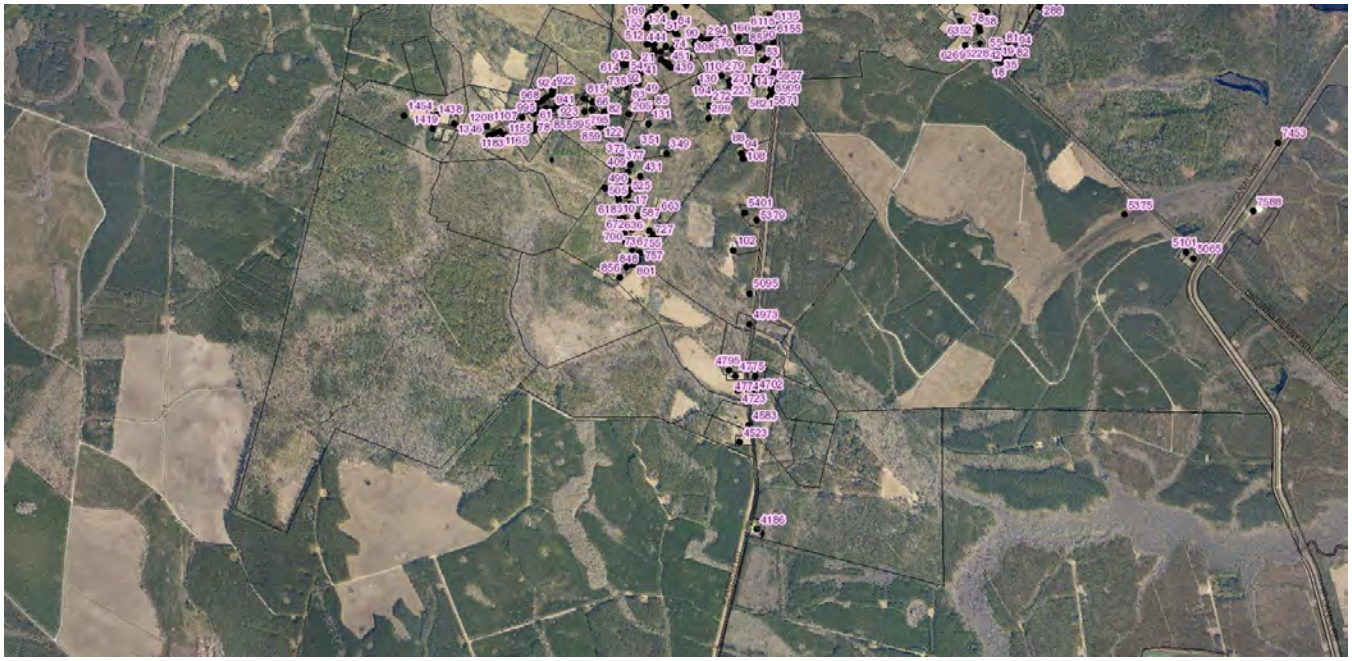
Annie Village Park

Oatland Park



Pleasant Hill Summary Court

Lanes Creek Park



STATE OF SOUTH CAROLINA)
) SERVICES
GEORGETOWN COUNTY) CONTRACT

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 ("County"), and _____ whose Administrative Office is located at_____. This Contract for SERVICES ("Contract") is dated this ___ day of _____ 2018 and shall have an Effective Date of the ___ day of 2018, (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:

SAMPLE

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

1.6.2. Age Discrimination in Employment Act of 1967;

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

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

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

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

2. SCOPE OF SERVICES:

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

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

3. PAYMENT FOR SERVICES:

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

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

SAMPLE

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, to include but not limited to, worker's compensation, premises liability, and general liability 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:

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.

Mrs. Nancy Silver, Purchasing Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-4200

10.2. To Contractor:

10.2.1.

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

10.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

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

SAMPLE

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

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

12. TITLE VI COMPIANCE:

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.gtcounty.org.

13. COUNTERPARTS:

To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed to be an original on the Effective Date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

WITNESS:

_____

Company Name

By: _____

Its: _____

COUNTY OF GEORGETOWN

By: _____

Johnny Morant, Chair

Georgetown County Council

ATTEST:

_____

Theresa Floyd

Clerk to Council

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE

EXHIBIT B
PAYMENT FOR SERVICES

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

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

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

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

2) South Carolina Sales Tax
The County of Georgetown, SC is not exempt and pays 7% SC sales tax on all applicable purchases.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE