



COUNTY OF GEORGETOWN

129 Screven Street, Rooms 202/204 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-1270
(843)545-3083 · Fax (843)545-3500 · purch@georgetowncountysc.org

REQUEST FOR PROPOSALS (RFP)

BID NUMBER: 09-094

ISSUE DATE: Friday, January 29, 2010

OPENING DATE: Wednesday, February 24, 2010 **OPENING TIME: 3:30 PM (Eastern NIST)**

Bid Opening Location: Georgetown County Historic Courthouse, Room #201, (Small Conference Room)

Pre-Bid Conference: [none]

PROCUREMENT FOR: Roadway Design & Engineering Services

Commodity Code(s): 49344, 96296, 96865, 93628

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 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

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

Purchasing Contacts:

Ann Puckett

Phone (843)545-3083

Fax: (843)545-3500

E-mail: apuckett@georgetowncountysc.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@georgetowncountysc.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.

Time Line: RFP #09-094

Item	Date	Time	Location
Date of Issue:	Friday, January 29, 2010	n/a	n/a
Pre-Bid Conference:	n/a	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, February 17, 2010	3:00PM ET	Room 202/204
Bid Delivery Cut-Off Time:	Wednesday, February 24, 2010	3:30PM ET	Room 202/204
Bid Opening:	Wednesday, February 24, 2010	3:30PM ET	Room 201

RFP #09-094
Roadway Design & Engineering Services
Georgetown County, South Carolina

GENERAL INFORMATION:

- 1) Georgetown County, South Carolina, a rural, coastal county with agriculture and industry representing the economic basis, is 60 miles north of Charleston and 35 miles south of Myrtle Beach. With a population in excess of 57,000 (2001 census estimate), Georgetown County's landmass is 876 square miles. During April through September, the population grows to approximately 175,000 due to tourism. The county includes several small cities, towns, and "pocket communities".
- 2) The County operates under the Council-Administrator form of government, with a County Council body of seven (7) members, elected from single member districts. The County provides a full range of services to its citizens, including but not limited to, general administration, law enforcement, courts system, detention center, emergency management services, emergency medical services, a full range of public services (including roads, bridges, drainage, facility maintenance, solid waste disposal, and mosquito control) and planning, zoning, and development, parks and recreation services, library system, animal control, and various social and public health services. All projects are subject to funding approval using CTC Funds or Road User Fee Funds. Approval is granted by the Georgetown County Council and the Transportation Committee (CTC) for C-Funds.
- 3) The CTC administers the C-Fund program in Georgetown County. C-Funds are derived from 2.66¢ (cents) per gallon of the state gas tax which is deposited in the County Transportation Fund to be allocated to the counties. The CTC may designate a governmental entity other than SCDOT to be responsible for the project development and construction.
- 4) The Road User Fees are derived from the County residents and billed annually on the tax notices. Each year all county petitioned roads are prioritized and County Council approves the road improvements for the year.

CONCEPT OF OPERATIONS:

- 1) The Georgetown County Public Services Department is soliciting proposals from qualified firms interested in contracting with the County to provide professional Roadway Services for local paving and projects using Road User Fees and C-Funds on County maintained roads.

- 2) It is the intent of the county to use any resulting delivery contract as a means of obtaining Roadway Design and Engineering Services to provide the county with all services necessary to successfully bid and construct various projects in the most expeditious and economical manner once approved and funded by the road user fees and CTC.
- 3) Competition Intended
It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.
- 4) The resulting contract may consist of a base agreement period with four (4) option renewal periods, each period not to exceed one year, for a total of five (5) years. All responders are advised that this work will be for current and to-be-named projects within the borders of Georgetown County, SC. Contract award is scheduled for March 2010; renewal shall be approved only after satisfactory analysis is completed by Georgetown County Public Services, at the end of each twelve (12) month period, of the work performed by the contractor.
- 5) Georgetown County will negotiate and approve a written task order for each project segment. If it is necessary for the selected firm to retain sub-consultants to perform specific services, fees for those services shall be included in the assigned task order.
- 6) Proposals will not be accepted from any firm, company, individual, person or party, parent or subsidiary, against which Georgetown County has an outstanding claim, or a financial dispute relating to prior contractual performance with the County.
- 7) Upon receipt by the County, proposals will become the property of the County, without compensation to the firm, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the qualifications and the proposals of the firm. The County reserves the right to reject any and all proposals and is not bound to accept any proposal if it is contrary to the best interest of the County. The particulars of any proposals will remain confidential until a contract is signed with the successful firm.

EVALUATION OF PROPOSALS & SELECTION PROCEDURES:

- 1) Proposal Analysis Group

The Proposal Analysis Group will be made up of the following members:

- Representative from the County Department of Public Services,
- Representative from the County Office of Public Works, and
- Representative from the County Office of Storm Water.

- 2) Evaluation Process

The County's Proposal Analysis Group will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

- a) Proven management skills and technical competence including specialized experience in the design of public roadways and analogous traffic control devices. Demonstrated performance in providing well organized, accurate, and fully coordinated construction documents; and projects delivered on time and within budget. **(20 points)**
- b) Credentials of project team, including: project manager's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. **(15 points)**
- c) Demonstrated understanding of task and requirements as depicted in the proposal. **(10 points)**
- d) Experience with the Georgetown County regulatory requirements. **(10 points)**
- e) Compliance with contractual terms. **(5 points)**
- f) Overall quality and completeness of proposal, and interview if selected for short list. **(5 points)**
- g) Cost of Services and man hours allocated. **(35 points)**

Once the Proposal Analysis Group has read and rated each proposal, a composite preliminary ranking will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Proposal Analysis Group will conduct interviews and have discussions with only the top ranked firms. If an offeror is selected for interview and subsequent discussion, that offeror shall submit the required pricing forms containing a non-binding estimate of the cost of services and the required costing data sheets indicating an estimate of the number of man-hours and other data. These forms, provided in the original solicitation, shall be submitted to the County within three (3) working days after the interview. Once these interviews and discussions are completed, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services. Final negotiations for a binding estimate of cost will begin with the top-ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top-ranked firm and negotiations conducted with the next-ranked firm, and so on. The County staff will conduct all subsequent negotiations and will make a recommendation to the County Council for the resulting contract award.

WORK TO BE PERFORMED/SCOPE OF SERVICES:

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All proposals must include a proposed project schedule with milestones. This schedule is to be of sufficient detail to set forth the anticipated time to complete all tasks, as well as to document any needed interaction with County staff, and the SC-DOT. Services to be provided shall include, but not be limited to, the following:

1) General:

- a) As required undertaking land surveys, enhancing the counties GIS database, submittal of a property plats, coordinating land acquisition, secure County right-of-way (i.e. deeded or

easement), the preparation of comprehensive construction documents for bid purposes and construction observation/management.

- b) When required, meet with County representatives and others to perform such public relations functions as may be mutually agreed to.

2) Surveying:

- a) Performing field surveys that will adequately describe the project location. This work should include, but not be limited to the following: locating all fixed objects in the project area such as structures, roadway features, crossing or side roads, planted areas, tree species and sizes (minimum of 8" diameter), stormwater drainage facilities, all above and below ground utilities, property lines, and etc.
- b) Provide topographical information on all drainage and utility services, both public and private, both above and below ground. All utilities shall be well defined including pipe sizes, pipe materials, manhole or structure locations and invert elevations. All vertical information shall be referenced to benchmarks established on the project alignment.
- c) Plats may be required where cases of right-of-ways or easements are required for the project. Plats will meet all current S.C. and County standards for property surveys and will be recorded in the Georgetown County Register of Deeds office.

3) Geotechnical:

Performing geotechnical investigation of the project location, subsurface borings and classification of soils maybe required to determine the various soil conditions that will be encountered during construction.

4) Permits:

Preparation of any required drawings and/or documents to obtain any and all required regulatory permits and to secure the required permits. (Including Phase II NPDES permits.)

5) Right-Of-Way Acquisition:

Preparation of any required document necessary for the acquisition of real estate and or obtain all required right-of-ways either deeded or by obtaining county easements.

6) Design:

Develop a detailed set of construction plans that will be in compliance with standard practices. Drawings shall be prepared on 24" X 36" sheet size and at a scale of 1 inch = 30 feet, unless otherwise approved by the County's representative. The plans will be signed and certified by a Registered Professional Engineer in the State of South Carolina. Plan submittals shall be two print sets to the County and one print set to each public utility that may be in conflict with the project at 75% design complete stage, for the purpose of gathering comments on the plans. At a minimum, two reproducible Mylar and three print sets of the final construction plans are to be delivered to the County. In addition to hard copy, all drawings should be submitted in AUTOCAD file format compatible with AUTOCAD LT 2009. If coordinate data is available it should be provided in the State Plane file format. The plans will include, but not be limited to the following:

- a) Cover sheet showing a map of the project location, project name, limits of the projects, length of **project, professional engineer seal and signature.**
- b) Sheet showing the typical sections that will be constructed.
- c) Sheet showing the materials required for construction on a unit quantity basis.
- d) Plan and Profile sheets showing all existing features of the project location overlaid with the proposed new construction features, construction limits, and alignment survey information, existing right-of-ways and any new right-of-ways that will be required. Profile portion will show the existing alignment profile overlaid with the proposed new finished construction profile, vertical survey information and earthwork quantities.
- e) Any additional sheet(s) that may be required to adequately depict proposed construction.
- f) Provide detailed project cost estimate with final plan submittals.
- g) Attend pre-bid meeting.
- h) Attend pre-construction meeting.

7) Construction:

- a) Provide administration of the construction contract.
- b) Serve as a representative of County during this phase and advise and assist County throughout construction.
- c) Visit the site as often as mutually agreed upon to review the progress and quality of work in accordance with the contract documents.
- d) Assist in keeping County advised on the progress and quality of work.
- e) Provide schedule of values and determine the amounts owed to the contractor as the work progresses and certify progress payments.
- f) Review and take appropriate action on contractor's submittal of appropriate drawings, samples, etc., as they relate to the design concepts.
- g) Prepare change orders for County's approval and execution.
- h) Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete, unsatisfactory items and a schedule for their completion.
- i) Assist County in determining final completion and insuring all documents, guarantees, manuals, bonds, warranties, as built drawings, etc., are turned over to Department of Public Services.

8) Other Services:

- a) May require performing as built surveys and plan revisions needed to show the correct information upon completion of construction. May require providing staking of the existing or new drainage rights-of way.
- b) Services will include standard design and engineering services, including development, programmatic aspects, construction documents, bidding and negotiation, and construction oversight of various projects/phases.
- c) Professional management throughout all phases of the project shall be required including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals. A critical path method (CPM) schedule may be created for the each project. Copy of updated CPM may be forwarded to County in electronic format.
- d) All documentation/specifications shall be prepared utilizing a MS Word for Windows unless otherwise approved by the Director of Public Services or his designee. In addition to hard copy, all documentation/specifications should be provided in electronic format utilizing the MS Word format.
- e) All design documents shall be stamped or sealed, and signed by a professional engineer who is registered in South Carolina. In addition to hard copy, any pictures will be submitted in digital format that can be displayed utilizing Microsoft™ Office Picture Manager, Adobe PDF, or other mutually agreed upon format.

9) Submission Requirements:

The entire project team, including the Design Firm, its designated Project Manager, and all consultants who will work on the project, will be evaluated. The Project Manager is the individual or design studio who will have the primary responsibility to conceive the design concepts. In the proposal submission, the Engineer shall:

- a) Be precise about the division of responsibility among their member firms.
- b) Identify past experience working with public roadway projects and analogous traffic control devices.
- c) Identify clearly the people who will be involved, what they will do, and their specific experience in that role.
- d) Identify key issues from the Engineer's perspective.
- e) Suggest how best to maintain public involvement, interest, and approval during the design process.
- f) Provide a brief statement of key issues and challenges in designing public roadway projects.
- g) Provide outline work plan and tentative schedule.

- h) The Engineer shall submit 8" x 10" graphics (maximum of three per project) and a narrative description (maximum of one page per project) of not more than five projects completed within the past ten years. The narrative shall address the design approach and salient features of each project, and discuss how the client's design, economic, and operational objectives were satisfied by the design.

10) Supplemental Information:

- a) Incurring Costs – the County will reimburse no costs incurred by recipients of this Request for Proposal (PROPOSAL) in anticipation of receiving a contract award.
- b) Proposal Validity/Acceptance Time – It is expected that the selection of a particular Vendor’s proposal, if any, will be made within thirty (30-45) days after the closing date. The proposal should be certified as valid for a period of at least ninety (90) days from the required submission date. The selection is not a firm commitment to award a contract.
- c) Acceptance of Request for Qualifications Submittal Content – At the option of the County, the contents of the successful proposal may be included as contractual obligation in applicable clauses of the contract; therefore, the selected vendor must be prepared to be bound by his proposal. The particulars of the proposals will remain confidential until a contract is signed with the successful firm.
- d) Rejection of Submittals – The County reserves the right to reject any and all submittals received by reason of this request. Upon receipt by the County, the proposals shall become the property of the County, without compensation to the firm, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the proposals and the proposals of the firm.

11) Project Timeline:

- a) The County will require a 120 calendar day design completion be met for road projects [excluding right-of-way execution], to begin upon the “Notice to Proceed”, or subsequent task orders.
- b) Each offeror will include a sample timeline indicating a project schedule and milestones for completion.

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12) Initial Task Segments:

The County has identified the following roadway segments for inclusion in the initial task order:

<u>Road Name</u>	<u>Community</u>	<u>Road Section</u>	<u>Linear Miles</u>
Ridge Street	Georgetown City	Dargan St to Animal Shelter	0.10
Duke Street	Georgetown City	Reservoir St to end	0.10
Park Street	Georgetown City	Harbor St to end	0.05
Ward Street	Georgetown City	Power Ave to Thompson Rd	0.15
Mintwood Drive		n/a	0.86
Moss Lane		n/a	0.20
Lazarus Lane		n/a	0.20
Cumbee Road		n/a	0.79
Hatties Court		n/a	0.20
Nemiah Drive		n/a	0.22
Glenny Loop		n/a	0.46
Sea Marsh Avenue		n/a	0.10
TOTAL ►			3.43

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Instructions for PROPOSAL
PROPOSAL #09-094
Roadway Design & Engineering Services

1. Written sealed responses to the PROPOSAL to provide **Roadway Design & Engineering Services** shall be received in the Purchasing Office, Second Floor, Rooms 202/204, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Proposals will then be publicly and promptly opened at the designated time by the Purchasing Officer. Proposals 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.
2. **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.
3. **Inclement Weather/Closure of County Courthouse**
If the Historic 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.
4. 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.
5. One (1) unbound, reproducible ORIGINAL response, and one (1) electronic media file (CD) in Adobe .PDF format, must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER
6. **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.
7. **Definitions:**
 - a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed bids 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 "**Roadway Design & Engineering Services**", "Engineer", or "Services" refers to the **complete set of services** as specified in this document, in every aspect.

- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
 - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
8. 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.
9. Faxed or E-mailed bids will not be accepted by Georgetown County.
10. 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.
11. 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.
12. 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.
13. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
14. 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.

15. 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.
16. This PROPOSAL will not be influenced by the Georgetown County 2% Local Vendor Preference due to federal fund flow-down requirements.
17. 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.
18. 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.
19. 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.
20. Acknowledgement of Addenda
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.
21. This Request for Proposals is intended to convey the estimated requirements to provide **Roadway Design & Engineering Services** for the Georgetown County Public Services Department. The purpose is to establish a ranked list of qualified offerors' with whom the County may negotiate 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.
22. TERMS OF AGREEMENT / RENEWAL
The initial term of this 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.

23. PRICE ADJUSTMENTS

Adjustments in price pursuant to any agreement resulting from the PROPOSAL shall be computed and documented with a written determination. The price adjustment agreed upon shall approximate the actual cost to the contractor, and all costs incurred by the contractor shall be justifiable compared with prevailing industry standards, including a reasonable profit. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon thereafter as practicable, and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the contractor:

- a) by unit prices specified in the contract or subsequently agreed upon;
- b) by the costs attributable to the events or situations under such clauses with adjustment for profit or fee, all specified in the contract or subsequently agreed upon;
- c) by agreement on a fixed price adjustment;
- d) by rates determined by the Public Service Commission and set forth in the applicable tariffs;
- e) in such other manner as the contracting parties may mutually agree; or
- f) in the absence of agreement by the parties, through unilateral determination by the governmental body of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable sections of the regulations issued under Article 13 of this chapter and subject to the provisions of Article 17 of the South Carolina Code of Laws, Title 11, Chapter 35, SC Consolidated Procurement Code.

24. 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. Attach additional pages as necessary.

25. Offeror's Request for Information or Clarification:

To ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other staff or Council members regarding the content, timing or scope of these proposals.

Any questions or requests for information should be directed, in writing, before the deadline shown on page two (2) of this solicitation to:

Kyle Prufer, Purchasing Officer

Fax: (843) 545-3500, or e-mail: kprufer@georgetowncountysc.org

26. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

e. Professional Liability

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

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

27. 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.

28. 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.

29. Invoicing and Payment

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

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

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

30. Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on AIA Document G702 and G703--1992 Edition, or such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

31. South Carolina Sales Tax

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

32. Assignment of Contract

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

33. 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.

34. 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

35. 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.

36. Applicable Laws

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

37. 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.

38. 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, and also reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

39. Notice of Award

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

40. 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.

41. 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.

42. Completion

Proposal must show number of days required to complete the project under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offerors list.

43. 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.

44. 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.

45. Bid Tabulation Results

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

46. 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.

47. 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.
48. 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.

49. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Non-Collusion Affidavit/Oath
- Mandatory Exceptions Page

If an offeror is selected for interview and subsequent discussion, that offeror shall submit the required pricing forms containing a non-binding estimate of the cost of services and the required costing data sheets indicating an estimate of the number of man-hours and other data. These forms, provided in the original solicitation, shall be submitted to the County within three (3) working days after the interview. Once these interviews and discussions are completed, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services.

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

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NON-SUBMITTAL RESPONSE

Date _____

Kyle Prufer, Purchasing Officer
County of Georgetown
Post Office Box 421270
Georgetown, SC 29442-1270

Dear Mr. Prufer:

We, the undersigned, have declined to submit a proposal on **RFP #09-094, Roadway Design & Engineering Services** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Bidders

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone: _____ Fax Number: _____

E-Mail: _____

Unable to meet bid/proposal specifications because: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

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

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2010

_____ Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

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



MANDATORY BID SUBMITTAL FORM
PROPOSAL #09-094
Comprehensive Road Engineering Services

1. Name of Company submitting PROPOSAL _____

Hereby proposes to provide the requested services as defined herein. I understand that the omission of any items listed below from this proposal shall be ample cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all addenda.

2. PROPOSAL must remain valid ninety (90) days from bid opening date.

3. Ability for Design Completion in 120 calendar days from Notice to Proceed: Yes No

4. Any bid cost submitted must remain valid for ninety (90) days from bid opening date.

5. Contact Address: _____

6. Contact Person _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounting Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. Does your individual or company structure require the filing of a Form 1099 to the IRS on the part of Georgetown County, SC? Yes No

15. 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

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

17. RENEWAL OF CONTRACT

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

Yes No

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

18. 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

19. 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.

20. 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 Qualifications No. 09-094 were received.

21. MINORITY PARTICIPATION

(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.)

22. 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]

23. INFORMATION ONLY:

Our company accepts government procurement cards.

Our company does not accept government procurement cards.

24. Printed Name of person binding bid _____

25. Signature (X)_____

26. Date_____

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

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**MANDATORY BID SUBMITTAL FORM
NON-BINDING COST PROPOSAL #09-094
Comprehensive Road Engineering Services**

For Shortlisted Firms Only:

If an offeror is selected for interview and subsequent discussion, that offeror shall submit the required pricing forms containing a non-binding estimate of the cost of services and the required costing data sheets indicating an estimate of the number of man-hours and other data. These forms, provided in the original solicitation, shall be submitted to the County within three (3) working days after the interview. Once these interviews and discussions are completed, the Proposal Analysis Group will finalize the rankings, including consideration of the cost of services.

THE FIRM OF: _____

Address: _____

hereby proposes to provide the requested services as defined in Request for Proposal No. 09-094 for the fee of \$_____ (non-binding).

* Offerors shall provide an itemized breakdown of costs with their submission.

Printed Name of person binding bid _____

Signature (X) _____

Date _____

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EXCEPTIONS PAGE

MANDATORY PROPOSAL SUBMISSION FORM

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

EXHIBIT A

Proposal Evaluation Matrix

		Maximum Points	Score
1.	<p>Proven management skills and technical competence including specialized experience in the design of public roadways and related work. Demonstrated performance in providing well organized, accurate, and fully coordinated construction documents; and projects delivered on-time and within budget. (Demonstrated experience in managing projects of similar scope) General Comments: Clarifications: Questions:</p>	20	
2.	<p>Credentials of project team, including: project manager's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. General Comments Clarifications Questions:</p>	15	
3.	<p>Demonstrated understanding of task and requirements as depicted in the proposal. General Comments Clarifications Questions:</p>	10	
4.	<p>Experience with the Georgetown County regulatory requirements. General Comments Clarifications Questions:</p>	10	
5.	<p>Compliance with contractual terms. General Comments Clarifications Questions:</p>	5	
6.	<p>Overall quality and completeness of proposal (and interview if selected for short list) General Comments Clarifications Questions:</p>	5	
7.	<p>Cost of services and Number of Manhours (Requested and considered only for those selected for interview and discussion) General Comments Clarifications Questions:</p>	35	
TOTAL		100	

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

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

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

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

2. SCOPE OF SERVICES:

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

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

3. PAYMENT FOR SERVICES:

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

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

4. WARRANTIES OF CONTRACTOR AND COUNTY:

4.1. County warrants that:

4.1.1. County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;

4.1.2. County shall not offer employment to any employee of **Contractor** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Contractor warrants that Contractor has:

4.2.1. All necessary licenses and consents required for **Contractor** to enter into and fully perform the Scope of Services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Contractor**.

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

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Contractor** to third parties or employees, agents, or sub-Contractors of **Contractor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-Contractor of **Contractor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

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

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

5.2. All materials supplied or loaned by County to **Contractor** during the term of this Contract shall remain the property of County;

5.3. All intellectual property provided to County by **Contractor** and originating from this Contract shall become and remain the property of County, and **Contractor** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Contractor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

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

7. NON-APPROPRIATION:

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

8. INDEPENDENT CONTRACTOR STATUS:

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

9. 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:

9.1. To County:

9.1.1.

Mr. Kyle Prufer, Procurement Officer

Georgetown County

Post Office Box 421270

Georgetown, SC 29442-1270

9.2. To Contractor:

9.2.1.

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

9.3.1. 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

9.3.2. 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.

10. 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.

IN WITNESS WHEREOF, the parties have executed this Contract in two (2) originals, each of which shall be deemed to be an original on the Effective Date first above written.

WITNESSES:

CONTRACTOR NAME

By: _____

Its: _____

COUNTY OF GEORGETOWN

By: _____

Johnny Morant, Chairman
Georgetown County Council

By: _____

Sel Hemingway
County Administrator

ATTEST:

Theresa Floyd
Clerk to Council