



Georgetown County, South Carolina

129 Screven Street, Suite 239
Post Office Drawer 421270
Georgetown, SC 29442-4200
(843) 545-3083 • Fax (843) 545-3500
E-Mail • purch@gtcounty.org
Website • <http://www.gtcounty.org>

REQUEST FOR QUALIFICATIONS (RFQ)

BID NUMBER: 20-059

ISSUE DATE: Wednesday, September 30, 2020

OPENING DATE: Wednesday, October 21, 2020
Bid Opening Location: Virtual

OPENING TIME: 4:000 PM (Local Time)

Pre-Bid Conference: [none]

PROCUREMENT FOR: **Airport Engineering & Planning Services for Georgetown County, SC**
Commodity Code: 92593, 91842, 91896

IMPORTANT COVID-19 NOTICE: Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/purchasing/default.html> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, due to the office closure to the public at the time of this bid issuance, these bid openings will not be open to the public, but will be accompanied by at least one witness. As usual, following the bid opening, bid tabulation results will be posted online for the public's viewing.

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

Purchasing Contacts:

Pamela Bassetti
Phone (843)545-3082
Fax: (843)545-3500
E-mail: pbassetti@gtcounty.org

Nancy Silver

(843)545-3076
(843)545-3500
nsilver@gtcounty.org

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



Intent to Respond

REF: RFQ #20-059, Airport Engineering & Planning Services for Georgetown County, SC

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.georgetowncountysc.org select "purchasing" and "current bids".

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Please return this completed form to Pamela Bassetti, Senior Buyer:

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

[End of Intent to Respond]

Time Line: Invitation for Bid #20-059

Item	Date	Time	Location
Date of Issue:	Wednesday, September 30 , 2020	n/a	n/a
Pre-Bid Conference:	n/a	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, October 14, 2020	4:00PM ET	Suite 239
Bid Delivery On or Before:	Wednesday, October 21, 2020	4:00PM ET	Suite 239
Bid Opening:	Wednesday, October 21, 2020	4:00PM ET	Suite 239

GENERAL INFORMATION

The Georgetown County Public Services Department, Division of Airports is soliciting Requests for Qualifications (RFQ) from interested and qualified Aviation Consultants for Engineering and Planning Services as needed at the Georgetown County Airport (GGE), and the Andrews Municipal/Robert F. Swinnie Airport (PHH). The resulting agreement will be for a period of five (5) years, contingent upon satisfactory service and available funding and subject to the Termination Clauses enclosed herein. The existing agreement with Talbert and Bright Engineers is in effect until December 21, 2020.

PURPOSE

The purpose of this RFQ is to obtain expert professional, technical, and advisory services for assisting Georgetown County during this period. Consultant services must include close interaction with the Georgetown County Division of Airports, the SC Division of Aeronautics (SCDOA) and the Federal Aviation Administration (FAA).

SCOPE OF SERVICES

At the discretion of Georgetown County, projects anticipated during the next five (5) years may include, but are not limited to: planning; environmental assessment analysis; grading site plans, drainage analysis and design; site plans for paving of airfield runways/taxiways/aprons and perimeter/entry roadways; design and construction management of hangar and terminal buildings; design and construction management of airfield lighting systems and navigational aids; land acquisition, and other related work. Additionally, the successful offeror must have knowledge and understanding of federal and state grant regulations specific to FAA and SCDOA aeronautical programs.

The current purposed Five Year (2021-2026) Airport Capital Improvement Plan Updates for the Georgetown County Airport (KGGE) are attached to the following one (1) page.

CURRENT PROJECTS

Any projects assigned to the current provider will remain under the existing contract agreement with new projects beginning after 12/21/2020 assigned to the vendor awarded as the result of this solicitation.

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**Five Year (2021-2025)
Airport Capital Improvement Plan Update
Georgetown County Airport**

Project Year	Project Work Description	Total Requested Funds	Total FAA Funds - 90%	Total FAA Entitlement Funds	Total FAA Discretionary Funds	Total State Funds - 5%	Total Local Funds - 5%
2020	Runway 5-23 Rehabilitation (Design)	\$367,000	\$330,300	\$150,000	\$180,300	\$18,350	\$18,350
	Moore-Doar Avigation Easement Acquisition	\$354,000	\$318,600	\$0	\$318,600	\$17,700	\$17,700
	Total Requested for Project Year 2020	\$721,000	\$648,900	\$150,000	\$498,900	\$36,050	\$36,050
2021	Obstruction Removal Runway 5-23 Approaches (Phase I)	\$618,000	\$556,200	\$150,000	\$406,200	\$30,900	\$30,900
	Runway 5-23 Rehabilitation (Construction)	\$4,379,000	\$3,941,100	\$0	\$3,941,100	\$218,950	\$218,950
	Total Requested for Project Year 2021	\$4,997,000	\$4,497,300	\$150,000	\$4,347,300	\$249,850	\$249,850
2022	Land Acquisition for Runway 5 RPZ	\$616,000	\$554,400	\$150,000	\$404,400	\$30,800	\$30,800
	Apron Rehabilitation	\$1,450,000	\$1,305,000	\$0	\$1,305,000	\$72,500	\$72,500
	Total Requested for Project Year 2022	\$2,066,000	\$1,859,400	\$150,000	\$1,709,400	\$103,300	\$103,300
2023	Obstruction Removal for Runway 5 RPZ	\$1,049,000	\$944,100	\$150,000	\$794,100	\$52,450	\$52,450
	Taxiway "B" Apron Connector Realignment	\$701,600	\$631,440	\$0	\$631,440	\$35,080	\$35,080
	Total Requested for Project Year 2023	\$1,750,600	\$1,575,540	\$150,000	\$1,425,540	\$87,530	\$87,530
2024	System "A" Drainage Repair (RW 5 End)	\$1,276,000	\$1,148,400	\$150,000	\$998,400	\$63,800	\$63,800
	P.C. Concrete Apron Rehabilitation	\$336,000	\$302,400	\$0	\$302,400	\$16,800	\$16,800
	Total Requested for Project Year 2024	\$1,612,000	\$1,450,800	\$150,000	\$1,300,800	\$80,600	\$80,600
2025	System "B" Drainage Repair (RW 23 End)	\$879,000	\$791,100	\$150,000	\$641,100	\$43,950	\$43,950
	Auto Parking Lot Expansion	\$316,000	\$284,400	\$0	\$284,400	\$15,800	\$15,800
	Total Requested for Project Year 2025	\$1,195,000	\$1,075,500	\$150,000	\$925,500	\$59,750	\$59,750
Beyond	MALSR Installation RW 5 and Relocate ODALS from RW 5 to RW 23	\$1,528,000	\$1,375,000	\$150,000	\$1,225,200	\$76,400	\$76,400
	Runway 11-29 Rehabilitation *	\$4,062,000	\$0	\$0	\$0	\$2,437,200	\$1,624,800
	Total Requested for Project Years Beyond	\$5,590,000	\$1,375,000	\$150,000	\$1,225,200	\$2,513,600	\$1,701,200

* Note: Project funding split based on FAA - 0%; State - 60%; and Local - 40%.

The County intends to award to one firm. Once under contract, the Engineer shall be qualified and capable to provide the following services:

1. Airport planning, environmental assessment analysis, preliminary design, final design, estimating, preparation of bid documents, construction administration, and Resident Project Representative Services.
2. Prepare funding grant applications for the SC Division of Aeronautics (SCDOA DOC) and/or the Federal Aviation Administration (FAA), and develop justification to document the need for Federal and State funds.
3. Provide grant management and timely reporting of the use of grant funds, including, but not limited to, quarterly program and financial reports, reimbursement requests and close-out documents.
4. Provide ongoing technical assistance and advice to the Division of Airports, as needed. The scope of the activities identified above is subject to further discussion and clarification at the time of contract negotiation.
5. Oversight of the Disadvantaged Business Enterprise (DBE) Program, as it applies to the administration of the FAA and SCDOA grant process.

PROPOSAL FORMAT

To facilitate review of your quote document, Georgetown County is requesting that your proposal conform to the following format:

1. **Cover Sheet**: List project title (Airport Engineering Services), the name of your firm, and the name, address and telephone number of a contact person for questions concerning the quote submitted.
2. **Experience of the Firm**: Provide a narrative of your firm's prior experience and qualifications in airport engineering and construction work for similar projects. Provide a list of similar airport projects involving Federal and State funding completed within the last three (3) years. Also, please reference the experience of firm personnel in working with FAA and SCDOA-DOC regulations and procedures. Previous experiences in a consulting capacity where your responsibilities were similar to those defined under the Requirements/Scope should be specifically referenced.
3. **Project Team**: Provide a list of the project team members that you propose to use on these projects and identify the responsibility of each team member. Provide a brief resume for each person listing specific similar project experience.
4. **References**: Provide the name, address and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.
5. **Other Supporting Data**: Include any other information you feel to be relevant to the selection of your firm for this project.

6. The Request for Qualification response must be complete, clear and concise, unbound (not stapled), to be suitable for scanning and reproduction, in either B&W, color or any combination thereof. A maximum twenty (20) pages printed on two sides (the equivalent of forty (40) printed document pages) maximum with a font size no smaller than ten (10) may be submitted. This should provide adequate space. The twenty page maximum does not include any of the mandatory submittal forms:
- a) Mandatory Submittal Form
 - b) Non-Collusion Form
 - c) Resident Certification for Local Preference
 - d) Exceptions Page

EVALUATION/REVIEW OF QUALIFICATIONS

For evaluation/review purposes the County will utilize a recommendation/selection committee. Those members are named as follows:

- 1) Wes Bryant, Deputy County Administrator
- 2) Jim Taylor, Airport Manager
- 3) Robert Dickson, Airport Commission

The top five ranked offerors may be interviewed. The following qualifications will be used in the evaluation process:

1. **Qualifications of the Firm, Including Firm Personnel** **20%**
Preference shall be given to those firms and personnel with experience and training in airport planning, design, and construction administration for similar projects. Indicate whether or not the offeror operates as a sole proprietorship, individual, partnership, or corporation; and list the state in which your firm is incorporated or licensed to operate.
2. **Overall Qualifications of the Project Manager and Project Team** **10%**
Identify the Project Manager and those personnel that will be assigned to the project(s). Preference shall be given to project teams with specific experience in similar projects, and any familiarity with the area and proposed projects.
3. **Experience in Working with SCDOA-DOC and FAA Regulations and Procedures** **20%**
Preference shall be given to project team personnel (especially the project manager) with a demonstrated working relationship with the SC Division of Aeronautics and the FAA.
4. **Ability to meet DBE Goals** **10%**
The consultant shall have a demonstrated ability to meet the required DBE goals for professional services. Provide information/qualifications on proposed DBE firm(s) to be used.
5. **Response Capability/Project Understanding** **20%**
Preference shall be afforded those firms which, in the opinion of the Airport Commission will be able to adequately respond to requests for consultation meetings or project administration requirements and firms that have a detailed understanding of the project requirements.

6. **Reporting**

20%

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, grant administration and contractor requests for payment and submittals.

CONTRACT

The successful offeror will be required to execute a master agreement contract with the County. A detailed scope of work for basic services, as negotiated and agreed to by the parties, shall be included as an attachment to the contract. The contract shall be subject to the approval of Georgetown County, the S.C. Division of Aeronautics, and the FAA.

The County intends to award to one firm. Once under contract, the Engineer will be asked to perform all services for the Airports throughout the term of the contract. Individual work assignments will be priced and negotiated for each project, as in item #2 below.

SUPPLEMENTAL INFORMATION

1. The term of this contract shall be for five (5) calendar years from the contract effective date contingent upon satisfactory service and available funding and subject to the Termination Clauses enclosed herein.
2. Fees shall be negotiated for each assigned work order. If it is necessary for the selected firm to retain sub-consultants to perform specific services, fees for those services shall require prior approval of Georgetown County.
3. RFQs 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.
4. Projects performed under this contract shall in all likelihood be at least partially funded through grants from the FAA. Therefore, respondents to this request will be evaluated on the basis of prior aviation experience with those issues identified herein. Familiarity with FAA state grant procedures, requirements and technical specifications will also be considered in evaluating respondents qualifications.
5. The Engineer shall be required to provide certification of conformity to the County/Airport on all items where the state and/or federal FAA requires to be certified by the County/Airport.
6. The successful firm is required to file a *Statement of Economic Interests* form, available from the State of South Carolina, within twenty-one (21) days of entering into a contractual relationship with the County and within ten (10) days after any interest in the entity awarded such contract.

COUNTY RESPONSIBILITIES

The County shall:

1. Provide to Engineer all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
2. Assist the Engineer in obtaining permission to enter upon public or private property as required for Engineer to perform its services. The County will acquire any necessary easements and/or property.
3. Examine all studies, tests, results, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.
4. Designate a person to act as the county representative with respect to the Services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define County policy and decisions pertaining to Engineers services.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction. This policy excludes the current contracted consultant if conversations are necessary concerning current airport projects.

TASK ORDER PROCEDURES

- 1) The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
- 2) Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
- 3) Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.
- 4) Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be

completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.

- 5) There is no limit on the number of task orders that may be issued against this Contract, if and when needed.
- 6) In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

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**Instructions for RFQ
Bid #20-059
Airport Engineering & Planning Services for Georgetown County, SC**

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:**

Pamela Bassetti, Senior Buyer
Post Office Box 421270, Georgetown, SC 29442-1270
Fax: (843) 545-3500
Email: pbassetti@gtcounty.org

Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/purchasing/default.html> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

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2. 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.

3. 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.

4. Original proposals must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

5. 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.

6. Definitions:
 - a) The terms “Proposer”, “Offeror”, 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 “Airport Engineering & Planning Services for Georgetown County” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.

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

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

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

7. 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.

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

9. 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.

10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.

20. 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.

21. 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.

22. This Invitation for Bid covers the estimated requirements to provide **Airport Engineering & Planning Services for Georgetown County** for the Georgetown County Public Services Airport 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.

23. 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.

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.

25. 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.

26. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

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 (If Necessary)

Contractor's Application for Payment shall be submitted to the Owner on 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 or the Owner's Representative 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.

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.

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. 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.

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. Response Clarification

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

50. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Non-Collusion Oath
- Mandatory Exceptions Page
- Qualifications and Response (20 pages maximum as described herein)

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-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 _____, 2020

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)

Signature of Company Officer



MANDATORY RFQ SUBMITTAL FORM
Bid #20-059
Airport Engineering & Planning Services for Georgetown County, SC

The undersigned, on behalf of the vendor, certifies that: (1) this RFQ is made without previous understanding, agreement or connection with any person, firm or corporation making an offer 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 RFQ is entered; (4) they have read the complete RFP understand all provisions; (5) if accepted by the County, this RFQ is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted RFQ will be their offeror's responsibility.

1. Name of Company submitting RFQ _____

2. Mandatory Submittal Form

- Qualifications and Response (20 pages maximum as described herein)
- Non-Collusion Form
- Exceptions Page

3. Contact Address: _____

4. Contact Person _____

5. Telephone Number _____ Fax Number _____

6. E-Mail address _____

7. Remittance Address: _____

8. Credit Contact _____

9. Telephone Number _____ Fax Number _____

10. E-Mail address _____

11. FEIN or Social Security Number: _____

12. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR

9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

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

Yes No

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

15. RENEWAL OF CONTRACT

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

Yes No

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

16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes No

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

18. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 15-073 were received.

19. 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.)

20. **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]

21.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
- Our company does not accept VISA government procurement cards.

22. Printed Name of person binding bid _____

23. Signature (X) _____

24. Date _____

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

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EXCEPTIONS PAGE

MANDATORY RFQ SUBMITTAL FORM

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

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

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

1.6.2. Age Discrimination in Employment Act of 1967;

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

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

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

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

2. SCOPE OF SERVICES:

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

2.2. All services to be performed by Contractor under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of 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.

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.

Ann Puckett, 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: _____

John Thomas, Chairman

Georgetown County Council

ATTEST:

Theresa Floyd

Clerk to Council

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SAMPLE

SAMPLE