



County of Georgetown, South Carolina

129 Screven Street, Suite 239 • Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 • Fax (843)545-3500 • purch@gtcounty.org

REQUEST FOR PROPOSALS

BID NUMBER: 21-009 ISSUE DATE: Wednesday, January 20, 2021

OPENING DATE: Wed., February 10, 2021 OPENING TIME: 3:30 PM (Eastern NIST)

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

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: RFP #21-009 Economic Development Recruitment Plan

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

IMPORTANT COVID-19 NOTICE: Until further notice all responses **MUST BE** submitted electronically through the Purchasing Department’s Vendor Registry webpage. Please click on the following link <http://www.gtcounty.org/purchasing/default.html> for instructions on how to submit bids electronically through this system. As always, emailed/faxed responses will not be accepted. **Your response 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 RFP document or related addendum. However, due to the office closure to the public at the time of this RFP issuance, these openings will not be open to the public, but will be accompanied by at least one witness. As usual, after the bid opening, the tabulated 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:

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

Purchasing Contacts:

Nancy Silver
Phone (843)545-3076
Fax: (843)545-3500
E-mail: purch@gtcounty.org

Pamela Bassetti
(843)545-3082
(843)545-3500
pbassetti@gtcounty.org

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



Intent to Respond

REF: RFP #21-009 Economic Development Recruitment Plan

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.gtcountysc.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 Purchasing Office

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

[End of Intent to Respond]

Time Line: Request for Proposal #21-009

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, Jan. 20, 2021	n/a	n/a
Pre-Bid Site Inspection:	n/a	n/a	n/a
Deadline for Questions:	Wednesday, Feb 3, 2021	3:30PM ET	Suite 239
Bids Must be Received on/or Before:	Wednesday, Feb 10, 2021	3:30PM ET	Suite 239
Public RFP Opening & Tabulation:	Wednesday, Feb. 10, 2021	3:30PM ET	Suite 239

*Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but access to the public may be limited to support social distancing efforts. At the time of this posting, bid openings are being performed virtually and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually

BID# 21-009 Economic Development Recruitment Plan Specifications

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Any scheduled bid openings will still be opened at the designated date and time as listed in the solicitation document or related addendum. However, at the time of this bid issuance these openings will be conducted virtually. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

This Bid is related to grant funds.

DESCRIPTION:

Georgetown County has focused exclusively on industrial and manufacturing recruitment and product development over the years. As we continue to pursue the goals and tactics outlined in our prior plans, we recognize that there is a need to address much needed growth in workforce housing and commercial development. We have heard from numerous industrial prospects over the last several years that the lack of growth in the area causes concern over future talent attraction. Both the Charleston region to our south and Horry County to our north are experiencing tremendous residential, commercial and industrial growth. We recognize that these sectors – residential, commercial and industrial, work together to create a sustainable community. We continue to work from our 2016 industrial strategic plan and we have commissioned a residential needs assessment. This Commercial strategy will allow us to round out our efforts to focus on all facets of our local economy.

SCOPE OF SERVICES:

Commercial Real Estate Analysis performed by Licensed Commercial Real Estate Professionals.
Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
Identification of priority business categories for recruitment and/or local expansion
Identification of priority business categories for recruitment and/or local expansion.
Customized Marketing Guide
Identify market Commercial trade area using political boundaries, drive times and radii and custom boundary geographies

Perform market and Commercial GAP analysis for trade area (i.e. leakage and surplus)
Analyze community's growth potential through the peer analysis and GAP analysis
Analysis of future Commercial space requirements in relation to the peer markets and Commercial opportunities.
Conduct Commercial peer market analysis
Identify and evaluate competing shopping areas
Tapestry lifestyles-psychographic profile for trade area/market segmentation analysis
Consumer Spending Pattern Reports
Market Outlook Reports
Aerial imagery of trade area(s)
Provide updates on Commercial industry trends.

REQUIREMENTS:

1. QUALIFICATION OF BIDDERS:

The Bidder shall be prepared to furnish any information necessary to determine his qualifications and financial ability to properly carry out the contract and the Bidder to whom the contract is awarded shall have liability and property damage insurance in the amount of at least One Million Dollars (\$1,000,000) written by an insurance company licensed to do business in the State of South Carolina and show proof of premium paid to cover the period specified within this contract.

2. INDEMNITY:

The Contractor shall indemnify and save harmless the County from and against all injury and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against the Contractor or the County, by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in the guarding of it. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to or caused by agents of the County. He shall adequately protect property as provided by law and the Contract Documents. In an emergency affecting the safety of life or the work, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Without limiting the generality of the foregoing, the Contractor shall be responsible to and shall reimburse landowners and tenants as their interests may appeal from all damage to land and all improvements thereon, not including crops and personal property in any way caused by or connected with the chemical dispersed when properly applied.

3. DAMAGES:

Any claim for damages received by the County shall be made in writing to the responsible party within a reasonable time of the first report of such damage and not later than the time of final payment, except as stipulated in the Contract Agreement.

4. LAWS, PERMITS, TAXES AND REGULATIONS:

(a) General: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the specifications are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without such notice to the County and written approval by the County, he shall bear all costs arising there from.

(b) Laws and Regulations: The Contractor shall familiarize himself with, and be governed by, all Federal, State and local statutes and regulations applicable to his work.

(c) Licenses: Any permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.

(d) Royalties and Patents: The Contractor shall pay all royalties and license fees, if any are applicable. He shall hold and save the County, its officers, agents, servants and employees, harmless from liability of any nature of kind, including costs and expenses, for or on account of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance manufactured or used in the performance of the Contract, with exception of materials or items furnished by the County, unless otherwise specifically stipulated in this contract.

5. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property and that the safety provisions of applicable laws shall be observed. The storage and handling of inflammable substances shall conform to the regulations of the National Fire Protection Association.

6. SUPERINTENDENCE AND SUPERVISION:

The Contractor shall employ competent pilots, necessary assistants, and equipment all satisfactory to the County during the contracted term. The Chief Pilot or superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention. If the Contractor, in the course of the work, finds any errors, omissions or discrepancies in specifications, it shall be his duty to immediately inform the County, in writing, and the County shall promptly verify the same. Any work done after such discovery until authorized, will be done at the Contractor's risk. Neither party shall employ or hire any employee of the other party without consent. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the job any unfit person or anyone not skilled in the work assigned to him.

7. PROGRESS PAYMENT:

(a) The Contractor shall submit to the County a bill every thirty (30) calendar days, covering the spraying operations as performed and directed by County Agent during such period. This bill shall include the numbers of acres sprayed and the unit price to be paid therefore, together with such other data and information as the County may require. After the work has been performed to the satisfaction of the County, the County shall approve the bill and shall make payment within thirty (30) days from receipt of the bill.

(b) The County may at any time withhold payment of, or, on account of subsequently discovered evidence, nullify the whole or any part of any estimate for part payment of such extent as necessary to protect itself from loss on account of:

- i. Defective work not remedied or guarantees not met.

- ii. Claims filed or reasonable evidence indication probably filing of claims.
- iii. A reasonable doubt that the contract can be completed for the balance then unpaid, or within the time limit specified.

8. RIGHTS OF VARIOUS INTERESTS:

(a) Separate Contracts: The County reserves the right to let other contracts in connections with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate his work with others.

(b) Wherever work being done by the County's forces or by other contractors is contiguous to work covered by this contract, the respective right of the various interests involved shall be established by the County to secure the completion of the various portions of the work in general harmony. Reasonable cooperation with other contractors will be required. No allowance for damage or extra compensation on account of cooperation required will be allowed.

9. COUNTY'S RIGHT TO SUPERVISE WORK, EQUIPMENT, AND METHODS:

The County shall have general supervision of the work and the right to direct the same insofar as may be necessary to secure the safe and proper progress and quality of the work. The County has the right to temporarily stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or to reject any work or any materials not conforming to the Contract Specifications. The County shall especially have the right to direct the manner of conducting the work when it is in locations where the County is doing other work, either by contract, or by its own forces. The Contractor shall be responsible for the equipment and methods used in the performance of the contract, but the County reserves the right to approve such equipment and methods. If, at any time, the Contractor's methods or equipment appear to the County to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of work, or the rate of progress required, the Contractor shall, if directed by the County, correct such unsafe, inefficient, or inadequate conditions to the satisfaction of the County. If the Contractor's working force or equipment is in the opinion of the County, inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the force or equipment or recognize the same to such an extent as to give reasonable assurance of compliance with the schedule of progress; but the failure of the County to make such demand shall not relieve the Contractor of his obligation to secure the quality, the safe conduct of the work, and the rate of progress required by the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods.

10. SUBCONTRACTORS:

Contractor cannot subcontract any aerial application without written approval by Georgetown County, SC. Subcontractor(s) approved by Georgetown County will be subject to all requirements of contract. Failure to do so can result in contract termination.

11. COUNTY'S RIGHT TO TERMINATE CONTRACT:

The County reserves the right to terminate this contract and all its liabilities at any time during the terms of the contract by giving ten (10) days advance written notice of such intention. Such notice shall be by registered mail and liability will cease ten (10) days from time letter is sent. The County does not expect to exercise this right of termination unless the results of the work are ineffective or unsatisfactory or for injury caused to the County or others. The Contractor represents that he is skilled in the work to be performed and that his work will be effective and not injurious. He also recognizes the right of the County and its option to terminate if the results achieved are unsatisfactory, ineffective, or in any way injurious.

12. EVALUATION FACTORS

Such factors are:

- a) Specialized experience or technical expertise of the company and its personnel in connection with the type of services to be provided and complexity of the project;
- b) Past record of performance on contracts with the county and other clients, including quality of work, timeliness, and cost control;
- c) Capacity of company to perform the work within time limitations, taking into consideration the current and planned workload of the company; and
- d) Familiarity of the company with the type of problems applicable to the project.
- e) The overall cost and conditions of the Bid.

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Instructions for Providers
BID#21-009
Economic Development Recruitment Plan

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 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: purch@gtcounty.org

2. **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 submittal 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.**
3. **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.
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. Georgetown County reserves the right to reject any or all Bids and to waive any informalities and technicalities in the bid process.

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”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-Bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
 - b) The term “Economic Development Recruitment Plan” 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 submittal 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 re-awarded or a new solicitation issued.
8. Faxed or E-mailed Bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
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 submitted 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. If none, write "NONE".

12. Georgetown County reserves the right to reject any or all Bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the Bid.
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. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.

19. Bidders must clearly mark as "confidential" each part of their response 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.

20. 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.

21. Certification of Non-Segregated Facilities

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

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

22. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to BID and their Bids are solicited.

23. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to Bid. **Failure to acknowledge all addenda may disqualify the Bidder.** All addenda are posted by the County at the website located at www.gtcountysc.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

24. This Request for Proposals covers the estimated requirements to provide Economic Development Recruitment Plan for the Georgetown County Public Services Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

25. TERMS OF AGREEMENT / 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.

26. **PRICE ESCALATION/DE-ESCALATION:**

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

27. Bids must be made on, and include, the mandatory forms furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

28. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

- c. Workers' Compensation
Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.
- d. Owners' & Contractors' Protective Liability
Policy will be in name of County. Minimum limits required are \$1,000,000.
- e. Professional Liability
Minimum limits are \$1,000,000 per occurrence.
- f. Coverage Provisions
 1. All deductibles or self-insured retention shall appear on the certificate(s).
 2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
 4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 5. All coverage for subcontractors of the Bidder shall be subject to all of the requirements stated herein.
 6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
 8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 9. The Bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

29. Workman's Compensation Coverage

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

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

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <https://wcc.sc.gov/contact-us/faqs>

30. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

31. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

32. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

33. Invoicing and Payment

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

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

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

34. South Carolina Sales Tax

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

35. Assignment of Contract

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

36. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

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

37. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

38. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

39. Applicable Laws

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

40. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

41. Rights of County

The County reserves the right to reject all or any part of any Bid, waive informalities and award the contract to the lowest responsive and responsible Bidder to best serve the interest of the County.

42. Award of Bid

In determining the lowest responsive and responsible Bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the Bidder to perform the contract.
- (b) Whether the Bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the Bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the Bid.
- (j) Delivery time.

43. Notice of Award

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

44. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-032, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

45. Debarment

By submitting a Bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

46. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from the bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

47. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed RFP. As an alternate, show exact cost for delivery.

48. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

49. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with Bid. Samples may be required. If Bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

50. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

51. 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.

52. Response 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.

53. 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 RFP 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.

54. 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.

55. 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.

56. Response Clarification

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

57. Vendor Checklist

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

- Non-Collusion Oath (Exhibit A)
- Mandatory Bid Submittal Form (Exhibit B)
- Indemnification (Exhibit C)
- Mandatory Exceptions Page (Exhibit D)

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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EXHIBIT A

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 _____, 2021

 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)

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EXHIBIT B
MANDATORY BID SUBMITTAL FORM
BID#21-009
Economic Development Recruitment Plan

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

1. Name of Company submitting BID _____

2. Total Amount of Bid \$ _____

3. Insurance Carrier: Final award of contract will be contingent upon receipt of a Certificate of Insurance. A letter from the carrier that will issue certificate upon award must be attached as proof that insurance is available.

Yes No

4. Customer References of similar size and scope of services:

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

Entity Name:	
Contact:	
Title:	

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

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

5. Contact Address: _____

6. Contact Person _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounting Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. FEIN or Social Security Number: _____

14. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

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

Yes No

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 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 Proposal No. 21-009 were received.

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 VISA government procurement cards without penalty.

Our company does not accept VISA 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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“EXHIBIT D”

**INDEMNIFICATION
(Mandatory Submittal Form)**

The Bidder / Proposer will indemnify and hold harmless the Owner, Georgetown County, South Carolina 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, damages, 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 there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Georgetown County, South Carolina or any of their agents and / or employees by an employee of the Bidder / Proposer, 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 the Bidder / Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder / Proposer under this paragraph shall not extend to the liability of Georgetown County, South Carolina or its agents and / or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

BIDDER / PROPOSER: _____

BY: _____

DATE: _____

TELEPHONE NO.: _____

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“EXHIBIT E”

EXCEPTIONS PAGE

MANDATORY BIDSUBMISSION FORM

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

SAMPLE

STATE OF SOUTH CAROLINA)
) SERVICES
GEORGETOWN COUNTY) CONTRACT

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 ("County"), and _____ whose Administrative Office is located at _____. This Contract for SERVICES ("Contract") is dated this ___ day of _____ 2021 and shall have an Effective Date of the ___ day of 2021, (the "Effective Date").

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph.

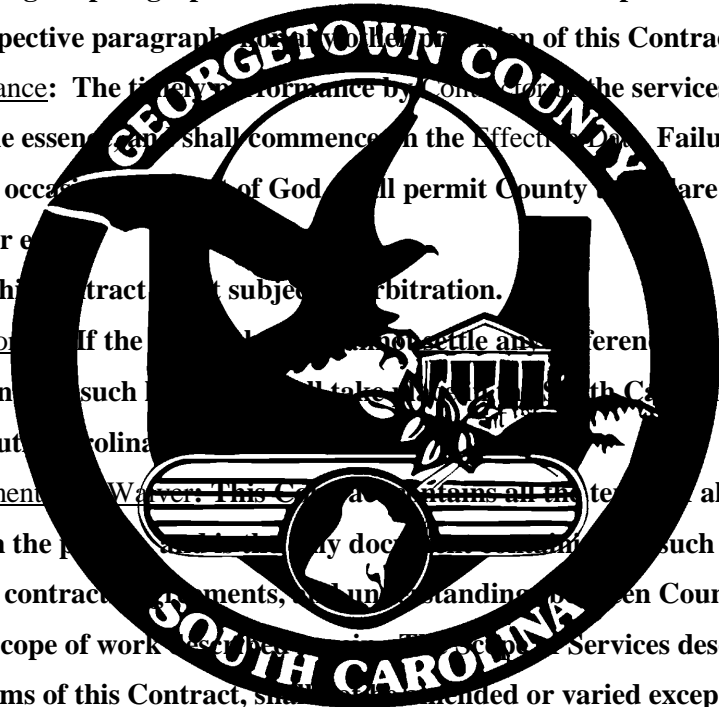
1.2. Time of Performance: The time of performance by Contractor for the services described in this Contract is of the essence and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by God, shall permit County to terminate this Contract voided and of no further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

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

1.4. Dispute Resolution: If the Contractor and County have any differences arising between them without litigation, such differences shall be resolved by the South Carolina Circuit Court in Georgetown, South Carolina.

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

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



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

1.6.2. Age Discrimination in Employment Act of 1967;

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

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

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

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

2. SCOPE OF SERVICES:

- 2.1. **Contractor shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.**
- 2.2. **All services to be performed by Contractor under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of 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, to include but not limited to, worker's compensation, premises liability, and general liability coverage in those amounts set forth on County's invitation to BID or Request For Proposal, that formed the basis of the Scope of Services of this Contract.**
- 4.3.3. **Properly withhold from all wages, commissions, salaries, and fees paid by Contractor to third parties or employees, agents, or sub-Contractors of Contractor, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;**
- 4.3.4. **Ensure that any third party, employee, agent, or sub-Contractor of Contractor shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;**
- 4.3.5. **Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;**
- 4.3.6. **Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.**

5. OWNERSHIP OF PROJECT MATTER:

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

- 5.1. All plans, reports, surveys, and other professional work product of Contractor concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;**
- 5.2. All materials supplied or loaned by County to Contractor during the term of this Contract shall remain the property of County;**
- 5.3. All intellectual property provided to County by Contractor and originating from this Contract shall become and remain the property of County, and Contractor shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;**
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Contractor in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.**

6. EARLY TERMINATION OF CONTRACT:

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

7. NON-APPROPRIATION:

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

8. INDEPENDENT CONTRACTOR STATUS:

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

9. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

10. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

10.1. To County:

10.1.1.

Mrs. Nancy Silver, Purchasing Officer

Georgetown County

Post Office Box 421270

Georgetown, SC 29442-4200

10.2. To Contractor:

10.2.1.

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

- 10.3.1. **On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or**
- 10.3.2. **On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.**

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

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

12. TITLE VI COMPLIANCE:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

13. COUNTERPARTS:

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESS:

Company Name

By: _____

Its: _____

SAMPLE

COUNTY OF GEORGETOWN

By: _____

John Thomas, Chair
Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

**EXHIBIT A
SCOPE OF SERVICES**

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SAMPLE

**EXHIBIT B
PAYMENT FOR SERVICES**

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

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

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

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

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

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