



County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-1270
(843)545-3083 · Fax (843)545-3500 ·

INVITATION FOR BIDS

BID NUMBER: 22-075

ISSUE DATE: Wednesday, September 21, 2022

OPENING DATE: Tuesday, October 11, 2022

OPENING TIME: 3 :00 PM (ET)

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

Pre-Bid Site Inspection: [None]

PROCUREMENT FOR: FY23 Municipal Lease/Purchase Financing For Vehicles & Heavy Equipment

Commodity Code(s): 94654

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> 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, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. 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.

Purchasing Contacts: **Nancy Silver**
Phone: 843-545-3076
Fax: 843-545-3500
E-mail: 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 they submit their 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.



Intent to Respond

REF: IFB #22-075, FY23 Municipal Lease/Purchase Financing For Vehicles & Heavy Equipment

If your company intends to respond to this solicitation, please complete and promptly return this form. We also encourage you to visit <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=80b55190-4fef-4799-912d-3459328cf6f3> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

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

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

- 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: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

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

[End of Intent to Respond]

Time Line: Invitation for Bid #22-075

Item	Date	Time	Location*
Date of Issue:	Wednesday, September 21, 2022	n/a	n/a
Pre-Bid Conference:	[none]	n/a	n/a
Inquiry Cut-Off Time:	Tuesday, October 4, 2022	3:00PM ET	n/a
Bids Must Be Received On/Before:	Tuesday, October 11, 2022	3:00PM ET	Electronic
Public Bid Opening and Tabulation:	Tuesday, October 11, 2022	3:00PM ET	Hybrid
Recommendation to Council:	Tuesday, October 25, 2022	5:30PM ET	Council Chambers
Final Contract:	Monday, November 7, 2022	n/a	n/a
Lease/Purchase Closing:	No Later Than Fri. December 30, 2022	TBD	TBD

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. 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. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

IFB #22-075
FY23 MUNICIPAL LEASE/PURCHASE
FINANCING FOR VEHICLES AND HEAVY
EQUIPMENT

The Georgetown County, South Carolina Finance Department is seeking bids for Bank Qualified Rates on Municipal Lease Purchase financing for replacement vehicles and heavy equipment for various county departments. A summary of the equipment to be purchased and financed is outlined herein. The County’s current bond ratings are Moody’s: Aa2 and S&P: AA-.

General Requirements:

1. Georgetown County is requesting a municipal lease purchase agreement of varying terms as identified by item in the equipment schedule list below. **Payments are to be made annually, in arrears, as noted in the schedule of vehicles in the Bid Submittal Pages.**
2. **The County requires a firm rate that is good until closing.** The County’s intent is to close as quickly as the bank can arrange after award, but absolutely no later than Friday, December 30, 2022 and that funds will be:
 - a) Deposited into an escrow account for subsequent drawdown as equipment is purchased. The County is seeking an amortization schedule based on the date of closing, not a series of schedules that correspond to equipment delivery dates.
3. Georgetown County will provide a Resolution of Official Intent to Reimburse pursuant to the requirements of the United States Treasury Regulations, Section 1.150-2.). A sample copy of Resolution #22-25 “**Declaration of Official Intent to Reimburse**” is attached hereto as “**Exhibit A**”. This resolution was presented to, and approved by, County Council on September 13th, 2022.

4. A copy of the **Vehicle and Equipment Summary** is attached hereto as “**Exhibit B**”. Not all items on Exhibit B have been purchased. The amount needed is subject to change as these vehicles are ordered. However, the County Finance Department has tried to provide amounts as exact as possible in the figures attached.
5. All equipment will be titled in the County’s name and the County will provide adequate repair and replacement insurance on all finance items. The County insures the vehicles and equipment through the SC Insurance Reserve Fund. The Insurance Reserve Fund does not allow the County to add an additional insured but the awarded firm can be listed as a loss payee on the County’s policy. In the event of a total loss to any vehicle or equipment the County will continue to make payments for the remainder of the lease term. The County will not use insurance proceeds to pay off any debt. The County’s current liability limit is \$600,000 with a \$250 deductible.
6. Georgetown County believes strongly in the bond of customer service formed between lessor and lessee and does not wish to have the lease/purchase agreement transferred or sold after an agreement has been reached.
7. Each offeror must disclose, in this submittal, any and all fees to be levied upon Georgetown County in the establishment of an escrow account, and similarly any and all earnings available to Georgetown County in the establishment of an escrow account, to be used in the handling of this municipal lease purchase agreement. Any fees, legal, escrow, professional services, etc. which are not fully reported and itemized in the table provided in the Mandatory Bid Submittal Form at the time of the submittal will not be considered to be part of any resulting agreement.
8. There must be included an ownership clause in favor of Georgetown County at the conclusion of the Municipal Lease contract period.
9. Bids must be valid for a minimum of thirty (30) days from the bid opening date.
10. All applicable taxes, permits, costs of lawyers for the County and any other costs shall be the County’s responsibility and separately payable by the County.
11. Any penalty charges that would apply for early buyout of the lease, other than accrued interest, must be identified and a method of calculation disclosed.
12. There must be no significant residual or balloon payment at the end of the contract term.
13. Each offeror must provide a list of all documents required to be executed at the inception of each lease, define their purpose, and attach a sample of each to your proposal.
14. The County desires the most thoroughly acceptable service available at the best price. The specifications below outline the minimum requirements for the proposed service. They are provided to assist bidders in understanding the objectives of the County and submitting a thorough response. Quotations received must reflect in detail their inclusion and the degree provided. Vendors should note that the proposed service, which meets all, or most closely meets the specifications, in addition to price, will be recommended for award. The successful bidder shall:
 - a) Recognize and understand that the County desires a lease/purchase for the principal

amount of its contracts with its vendors. In the event that this amount must be changed prior to the execution of the financing agreement, the County reserves the right to use the responses to this Invitation for Bid for selecting the financing firm and to subsequently negotiate adjustments as necessary to accommodate any changes occurring in the financing amount.

- b) Ensure the County shall have the option to prepay in part or in full without any prepayment penalty, unless specifically indicated in the proposal.
 - c) Include a schedule of payments which reflects the payment dates, payment amount, principal portion, interest portion, and concluding payment (balance).
 - d) Indicate the annual percentage rate(s) the County will be required to pay for the financing of this project.
 - e) Individually identifies all costs, such as legal fees, printing, or other costs, if any.
 - f) Indicate who will serve as trustee if needed.
 - g) Ensure that they will not transfer or sell the lease to any other financial institution or entity whose intent is to provide financial services.
15. The one-year term of the contract agreement should not be confused with the lease/purchase financing term specified for vehicles and heavy equipment. Any contract for financing awarded as the result of this solicitation will be to the named institution for the full length of the financial terms as contained within Exhibit B.
16. Additional conditions and requirements will include:
- a) The County prefers one escrow, the amount to be determined at closing;
 - b) This will be considered a Master Lease Agreement;
 - c) There are to be three (3) separate schedules based on the various terms provided; and
 - d) If necessary, the Resolution of Intent to Reimburse will be amended at closing.
17. **The County will not accept bids that are “contingent upon credit check”.** All financial institutions must make any necessary credit checks before responding to this solicitation and subsequently submit a responsive and responsible offer. The County’s annual reports and approved budget are available online at the following link:
<https://www.gtcounty.org/160/Finance>

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Instructions for Providers
Bid #22-075
FY23 Municipal Lease/Purchase Financing For Vehicles & Heavy Equipment

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

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

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

Sealed bids to provide **FY23 Municipal Lease/Purchase Financing For Vehicles & Heavy Equipment** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

2. Inclement Weather/Closure of County Courthouse

Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid 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.

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. NON-EXCLUSIVITY

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

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 “FY23 Municipal Lease/Purchase Financing for Vehicles & Heavy Equipment” 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 re-awarded 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. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.

11. Any deviations from the specifications or modification of this bid and any extra or incidental workor reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
12. 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".
13. 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. GeorgetownCounty 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.
14. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
15. 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.
16. 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.
17. 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.
18. 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.

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

20. Federally Funded Construction Contracts Over \$2,000:
 - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations(29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>

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

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

21. 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.

22. 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.

23. 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.

24. 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.

25. Acknowledgement of Addenda

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

26. This Invitation for Bid covers the estimated requirements to provide **FY23 Municipal Lease/Purchase Financing For Vehicles & Heavy Equipment** for the Georgetown County Finance Department. The purpose is to establish a Contract with firm pricing. The right is reserved to extend the use of this contract to any County Department.

27. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year.

28. PRICE ESCALATION/DE-ESCALATION: Prices are to remain firm for the contract period.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Bids 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.

30. 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 (a/k/a Errors and

Omissions) 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 unreasonable.
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.

31. 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>

32. 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.

33. 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.

34. 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.

35. Invoicing and Payment

The Contractor 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, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

36. South Carolina Sales Tax

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

37. Assignment of Contract

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

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) 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 sixty (60) 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 sixty (60) 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.

39. 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

40. 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.

41. Applicable Laws

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

42. 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.

43. 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.

44. Notice of Award

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

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, 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.

46. 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 #20-32, also known as the Georgetown County, South Carolina

Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

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

48. 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.

49. 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.

50. 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.

51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded.

Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

52. 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>

53. 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.

54. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select “Bid Opportunities” from the Quick Links box, then “View Current Bid Solicitations”, click on the “Expired” tab and double click the link under the individual bid listing.

55. 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.

56. 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.

57. 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.

58. Response Clarification

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

59. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

60. Vendor Checklist

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

- **Non-Collusion Form;**
- **Residence Certification for Local Preference;**
- **Mandatory Bid Submittal Form;**
- **Mandatory Exceptions Page;**
- **Samples of all documents required to be executed at the closing;**
- **Disclosure of all charges and/or earnings associated with Escrow Account**

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Exhibit B

Dept #	Department	Authorized Vehicle	VIN	Year Model	Make	Model	Financing Term (Yrs)	Outlay Budgeted	Veh/Equip Purchase Price	Financing Required
Lease 2023-1										
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
205	Sheriff	Patrol Vehicle	No PO				4	50,000	50,000	50,000
								550,000	550,000	550,000
Lease 2023-2										
209	Animal Control	Administration Vehicle	No PO				6	50,000	50,000	50,000
301	Public Works	Dump Truck	No PO				6	230,000	230,000	230,000
305	Landfill	Roll Off Truck	No PO				6	249,199	249,199	249,199
								529,199	529,199	529,199
Lease 2023-3										
999	County Fire	Pumper Truck	No PO				8	432,500	432,500	432,500
999	County Fire	Pumper Truck	No PO				8	432,500	432,500	432,500
								865,000	865,000	865,000
								1,944,199	1,944,199	1,944,199

MANDATORY VENDOR SUBMITTAL FORM

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, nor 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 _____, 2022

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Signature: _____

Phone Number: _____

Affix Notary Seal Below



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
 - (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
 - (b) Contracts for professional services except as provided for in section five (§5) above;
 - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this

section; or

- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: _____

I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is _____ [City and State].

Signature of Company Officer



MANDATORY BID SUBMITTAL FORM
Bid #22-075, FY23 Municipal Lease Purchase Financing For Vehicles & Heavy Equipment

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

1. Name of Company submitting bid _____

2. Summary of Lease/Purchase Finance Terms by Payment Type.

A. BANK QUALIFIED

Lease Group	Amount Financed	Terms	APR (%)	Annual \$ Payment ¹	Total \$ Payback ¹
Lease 2023-1 Financing	\$550,000.00	4-Yrs Arrears			
Lease 2023-2 Financing	\$529,199.00	6-Yrs Arrears			
Lease 2023-3 Financing	\$865,000.00	8-Yrs Arrears			
TOTAL Financing ►	\$1,944,199.00				\$

¹ Total Payback Amount, assumes full term, no late payments, penalties or interest.

3. Itemized list of any and all fees that are intended by the lender to be part of this offer (if none, write "none". If necessary, attach additional page(s). TOTAL Fees must be notated in space provided below.

Description	No. of Occurrences	\$/Occurrence	\$/Total
Escrow Fees:			
Legal Fees:			
Professional Fees:			
Other (List):			
Other (List):			
Other (List):			
TOTAL Fees			\$

4. Proposal terms must remain valid for a minimum of thirty (30) days from bid opening date.

5. Contact Address: _____

6. Contact Person _____

7. Telephone Number _____ Fax Number _____

8. E-Mail address _____

9. Remittance Address: _____

10. Accounting Contact _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. Number of Years in Operation: _____

14. Total Annual 2022 Sales Revenue: _____

15. Total Annual 2022 Sales Revenue in Municipal Finance: _____

16. Number of Professional Employees in your Municipal Finance Group: _____

17. To how many other Municipalities do you provide municipal financing? _____

18. List all documents required to be executed at the inception of each lease and their purpose.
Attach samples to your proposal, and additional pages if necessary.

19. List any penalty charges that would apply for early buyout of the lease, other than accrued interest, and a method of calculation for each charge:

20. List any fees to be levied and any earnings to be accorded in conjunction with the escrow account attached to this agreement:

21. Customer References: Submit no less than three (3) firms at which the bidder provides services similar in scope and nature to the Work required by this IFB:

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:	

22. 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.]

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

24. 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

25. Acceptance of Invitation for Bid Content:

The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

26. 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.

27. 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

28. 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.

29. 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/Invitation for Bid No. 22-075 were received.

30. 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.)

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.)

31. **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]

32.

<p><u>INFORMATION ONLY:</u></p> <p><input type="checkbox"/> Our company accepts VISA government procurement cards.</p> <p><input type="checkbox"/> Our company does not accept VISA government procurement cards.</p>
--

33. Printed Name of person binding bid _____

34. Signature (X) _____

35. Date _____

36. By signing this bid submittal form you are certifying that your firm will not transfer or sell the lease to any other financial institution or entity.

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Thank you.



EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

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

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

Provider shall comply with the provisions of:

1.6.1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);

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

1.6.3. Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);

1.6.4. Age Discrimination Act of 1975;

1.6.5. Section 504 of the Rehabilitation Act of 1973;

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

1.6.7. Civil Rights Restoration Act of 1987;

1.6.8. 49 CFR Part 21;

1.6.9. 23 CFR Part 200;

1.6.10. USDOT Order 1050.2;

1.6.11. Executive Order #12898 (Environmental Justice);

1.6.12. Executive Order #13166 (Limited-English-Proficiency);

1.6.13. Equal Pay Act of 1963;

1.6.14. Fair Labor Standards Act of 1938;

1.6.15. Immigration Reform and Control Act of 1986;

1.6.16. South Carolina Wages Act, S.C. Code § 37-10-10 et seq; and

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

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

2. SCOPE OF SERVICES:

2.1. **Provider** 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 **Provider** 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. **Provider’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 **Provider** 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 **Provider** in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF PROVIDER 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 **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

- 4.2.1.** All necessary licenses and consents required for **Provider** 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 **Provider**.

4.3. Provider warrants that Provider 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 Invitation for Bid, 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 **Provider** to third parties or employees, agents, or sub-Providers of **Provider**, 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-Provider of **Provider** 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 **Provider**, and approved by County's attorney:

- 5.1.** All plans, reports, surveys, and other professional work product of **Provider** 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 **Provider** during the term of this Contract shall remain the property of County;
- 5.3.** All intellectual property provided to County by **Provider** and originating from this Contract shall become and remain the property of County, and **Provider** 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 **Provider** 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:

6.1. Termination for Convenience. The performance of work under this Contract may be terminated by County in accordance with this clause in whole, or from time to time in part, whenever County shall determine that such termination is in the best interest of County. County will give **Provider** 60 days written notice of termination. County will pay all reasonable costs associated with this Contract that **Contractor** has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, **Provider** shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

6.2. Termination for Cause. County may terminate this Contract shall **Provider** fail to fulfill its duties and obligations under this Contract. If termination is due to failure of **Contractor** to fulfill its obligations, County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the **Provider** shall be liable to County for any additional costs occasioned to County thereby.

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 PROVIDER STATUS:

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Provider to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** 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.

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

9.2. To Provider:

9.2.1.

9.3. Form of Notice:

9.3.1. All notices required or permitted under this Contract shall be made by depositing the notice in the United States Postal Service, first class postage prepaid, addressed as set forth above.

9.3.2. In the alternative, electronic notice is permitted using the email addresses set forth above and with a read receipt requested.

10. 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 Provider under this Agreement shall be waived and no breach by Provider 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.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Provider 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 **Provider**, 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 **Provider**, 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 **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Provider** 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. 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.

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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.

APPROVED:

APPROVED:

PROVIDER NAME

GEORGETOWN COUNTY

By: _____

By: _____

Title: _____

Angela Christian, County Administrator

Date: _____

Date: _____

**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

A completed IRS W-9 form and a current Certificate of Insurance listing Georgetown County as an additional insured must be on file with the Purchasing Department before payment will be issued.

- 2) South Carolina Sales Tax
The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.
- 3) The Provider's costs as attached shall be used for the services under this contract.

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