

John D. Tigert
Purchasing Services Manager

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Request for Quotes
No. 2021-50

Temporary Personnel for Litter Clean-up
Services

PROJECT OVERVIEW (See Scope of Work for details)

SOLICITATION NUMBER:

RFQ No. 2021-50

DESCRIPTION OF SERVICES:

Temporary Personnel for Litter Clean-up Services

DEADLINE FOR QUOTE SUBMISSION:

02/03/21 @ 5:00 PM Eastern

QUOTES SHOULD BE EMAILED TO:

Tonya Clark
Administrative Services Manager
tclark@dorchestercountysc.gov

OR SUBMITTED ONLINE THROUGH ELECTRONIC SOLICITATION AT

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebcba670c0>

SPECIFICATIONS

Scope of Work

The County is seeking temporary workers to assist in cleaning litter from the side of County roads. The County has received grant funds to assist in litter cleanup on various roads throughout the County. The County may also choose to supplement those grant funds with County funds; however, the maximum total per year shall not exceed \$75,000.00. The County makes no guarantee as to the amount of funds that will be expended per year on the services described in this RFQ.

- Location of Site(s): Multiple roads/sites throughout Dorchester County (with the exception of I-26). Workers will be led to the work site by a County representative. When a site is finished, they will be led to a new site.
- Work Hours: Generally, 8:00AM to 4:00PM with a 30-minute paid lunch break. Two to three smaller breaks may be taken as long as they do not exceed 15 minutes per break period.
- Travel: Workers will be expected to drive their own vehicles to the assigned locations each day.
- Equipment: The County will supply all equipment (grabbers, gloves, safety vest) but the worker will be responsible to wear appropriate footwear and appropriate clothing for weather conditions.
- Supervision: Litter officers from the County will be available by phone each day and will also be periodically checking on the work team's progress.

Other Qualifications:

- **Bidders must have a staffing office within Dorchester County or within ten miles of Dorchester County.** This requirement is to facilitate good time and attendance of the temporary workers.
- Bidders must be registered to do business in the State of South Carolina and possess a valid business license in the appropriate jurisdiction.

Pricing

Vendor should provide, on company letterhead, their hourly labor rates for the work described in the Scope of Work. These quotes should be emailed to tclark@dorchestercountysc.gov.

Payment

Contractor shall invoice Dorchester County after completion of project. Payment will be made within thirty (30) days from the date of invoice approval.

Notification

The contractor will provide notification to Dorchester County of any accidents, injuries, or complaints by the public to allow the department to investigate these matters.

Damage of Property

Any damage to Dorchester County property or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair not be instituted soon enough, or satisfactorily in the opinion of Dorchester County, County reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. The Contractor shall rent equipment as needed to cover any equipment breakdowns.

Award

The lowest quote that meets all requirements, as verified by the County Public Works Director, will be issued an annual contract. See Attachment 1 – Sample Contract for an example of the contract.

REQUEST FOR QUOTES (RFQ) GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF QUOTES

- A. This solicitation is being issued in accordance with the Dorchester County Procurement Policies. All proposers, and all associated sub-consultants as deemed necessary, shall be able to be properly licensed to conduct its business in Dorchester County, with all licenses, permits, and certificates as required by all local, State of South Carolina, and Federal agencies.
- B. Quotes may be electronically submitted via the Vendor Registry website; however, Dorchester County is not responsible if submissions are not received due to website errors.
- C. **Quotes submitted after the due date and time are considered “Late Quotes.” and will not be opened or considered.**
- D. Quotes may be withdrawn by written request received from the Contractor prior to the time set for opening of quotes, but not thereafter.
- E. Dorchester County reserves the right to make any changes to this RFQ, or to reject any and all quotes, or parts of any and all quotes or to accept any quote or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFQ, or to re-solicit this RFQ, or to waive any

irregularities in this RFQ or in the quotes received as a result to this RFQ. Dorchester County also reserves the right to request clarification or information from any proposer. The County is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

- F. Any interpretation, correction or change of the RFQ documents will be made by addendum.

It is your responsibility to monitor the Procurement website by selecting Quotes/RFQ Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.

- G. No substitutions will be considered after the Contract award except by amendment or change order.

2. CONTRACTOR REPRESENTATIONS

Each Contractor by submitting a quote represents that:

- A. The Contractor has read and understands this RFQ (including all specifications, attachments, and addenda) and that their quote is made in accordance therewith.
- B. The Contractor has reviewed the RFQ, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The quote is based on the terms, materials, systems and equipment required by this RFQ, without exception.
- D. The Contractor is qualified to provide the services and equipment required under this RFQ and, if awarded the Contract, will do so in a professional, timely manner using Contractor's best skill and attention.

3. AWARD OF CONTRACT

- A. The contract will be awarded to the most responsive and responsible firm meeting the specifications of the County. Although cost will be a consideration, the award will be based on cost, consistent with the desired quality of service needed for effective use.
- B. The County reserves the right to 1) reject any or all quotes and any part of a quote; 2) waive informalities, technical defects, and minor irregularities in quotes received.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFQ.

4. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the County,

the

Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

5. STATE AND LOCAL TAXES

Except as otherwise provided, Quotes shall *include* all applicable state and local taxes.

The successful Contractor shall calculate that portion of the Contract which is subject to

the seven percent (7%) sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the successful Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Contractor's failure to pay any tax of any type due in connection with this Contract.

The successful Contractor shall ensure that the above sections are included in all subcontracts and sub-contracts and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

6. DRUG-FREE WORKPLACE ACT

By submitting a quote, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

7. INSURANCE REQUIREMENTS

The successful Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

A. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, 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.
- c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. 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.
- e. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
- f. 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 Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- g. 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.
- h. 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.

The Contractor 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.

8. **INSPECTION**

The purchased services shall be subject to inspection and testing by the County. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the RFQ requirements.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF DORCHESTER)

CONTRACT No. [#]
[Title]

THIS CONTRACT (hereinafter the "Contract") entered into this ____ day of (Month) 2020, between the COUNTY OF DORCHESTER, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and (NAME OF COMPANY/INDIVIDUAL), a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS, the County wishes to contract for the provision of [SERVICES], as described in [Invitation for Bids or Request for Proposals] No. [#] ("Work" and/or "Services"); and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Work and perform this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor; and

NOW, THEREFORE, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

SECTION ONE
Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated by reference:

Invitation for Bids (IFB) No. [#]/Scope of Work and any addendums
Contractor's Insurance Certificate(s) and Endorsement(s)
Contractor's bid dated _____, 2020

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and the Contract Documents or any other documents which make up this Contract, this Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall diligently review all such documents and notify the County immediately upon discovery of same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall

not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

The Contractor is fully qualified to act as the general contractor for the work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the work;

The Contractor has become familiar with the work site and the local conditions under which the work is to be constructed and operated. "Work Site" means the site or sites where the Work is performed.

The Contractor has received, reviewed and examined all of the documents which make up this Contract, including, but not limited to, all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient.

SECTION TWO

Scope of Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as detailed in the Scope of Work and Contractor's offer previously incorporated by reference.

Coordination of the Work and administration of this Contract shall be by the Dorchester County Sheriff's Department.

SECTION THREE

Contract Price: Payment Terms

Provider has proposed terms of payment in its response to this solicitation, which is attached hereto.

Payment shall be due within thirty (30) days of approved invoices.

SECTION FOUR

Time: Term of Contract

The term of the Contract shall commence upon Notice to Proceed and continue for **one year**, with the option to renew for up to **four (4) additional one-year terms**.

SECTION FIVE

Surety Bonds

Not Applicable

SECTION SIX

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in the General Terms and Conditions of RFP No. 2020-2352-6301-44, which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

SECTION SEVEN

Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its 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."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically, the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

SECTION EIGHT

Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).

SECTION NINE

Contractor's Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use the best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though the Contractor had performed the Work itself.

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the offer and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition.

When requested, the Contractor shall furnish to the Purchasing Services Manager, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Purchasing Services Manager, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.
- C. The Purchasing Services Manager may, in writing, require the Contractor to remove from the Work Site any employee the Purchasing Services Manager deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION TEN

Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION ELEVEN

State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes. The Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION TWELVE

Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state

or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION THIRTEEN

Other Contracts

The County reserves the right to undertake or award other contracts for additional Work, and may elect to complete portions of the Work included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own Work to such Work as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of Work by any other contractor or by the County and or Department employees.

SECTION FOURTEEN

Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of this Contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. The Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FIFTEEN

Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by the Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

SECTION SIXTEEN

Inspection and Acceptance

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SEVENTEEN

Conditions Affecting the Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

SECTION EIGHTEEN

Cleanup Work; Repair of Damages

During the performance of the Work, the Contractor shall continuously keep the Work Site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

The Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

SECTION NINETEEN

Actual Damages

The Contractor expressly agrees that if the Work, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the County for actual damages which relate to the Contractor's failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and the Contractor or awarded by the Court, the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.

SECTION TWENTY

Suspension of Work

The Purchasing Services Manager may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Services Manager may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Services Manager orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-ONE

Modification of Contract

The County's Purchasing Services Manager has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying the Contractor for any additional expenses incurred by the Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Services Manager and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-TWO

Termination

A. For Convenience

The Purchasing Services Manager, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that the Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Purchasing Services Manager, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-THREE

Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless

of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-FOUR

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FIVE

Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be affected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the Work any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with the County employees and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-SIX

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SEVEN

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, First Judicial Circuit, Dorchester County, South Carolina.

SECTION TWENTY-EIGHT

Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-NINE

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION THIRTY

Non-waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

**COUNTY OF DORCHESTER, SOUTH
CAROLINA:**

Signature:

Print: Jason L. Ward

Title: County Administrator

Date: _____

Witness:

1) _____

2) _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

Witness:

1) _____

2) _____