



# County of Georgetown, South Carolina

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

## REQUEST FOR PROPOSALS (RFP)

BID NUMBER: 21-035

ISSUE DATE: Friday, April 29, 2021

**OPENING DATE: Wednesday, May 19, 2021**

**OPENING TIME: 3:00 PM ET**

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

**Pre-Bid Conference/Site Inspection: VOLUNTARY-HYBRID, Friday, May 7, 2021 at 10:00 AM ET**

**PROCUREMENT FOR: IT Managed Support and Services**

Commodity Code(s): 91828, 91829, 91895

**IMPORTANT COVID-19 NOTICE:** Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/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 will be conducted virtually. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

**Purchasing Contacts:**  
Phone: 843-545-3076  
Fax: 843-545-3500  
E-mail: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

**Pam Bassetti**  
843-545-3082  
843-545-3500  
[pbassetti@gtcounty.org](mailto:pbassetti@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that 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: **Bid #21-035, IT Managed Support and Services**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> 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](http://www.gtcounty.org) select “Bid Opportunities” under Quick Links, then click on the “View Current Bid Solicitations” link.

- 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 [purch@gtounty.org](mailto:purch@gtounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

## Time Line: Request for Proposal #21-035

Item	Date	Time	Location*
<b>Advertised Date of Issue:</b>	Friday, April 30, 2021	n/a	n/a
<b>(Voluntary-Hybrid) Pre-Bid Conference:</b>	Friday, May 7, 2021	10:00AM ET	Council Chambers & Virtual †
<b>Deadline for Questions:</b>	Wednesday, May 12, 2021	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, May 19, 2021	3:00PM ET	Electronic
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, May 19, 2021	3:00PM ET	Virtual
<b>Presentations/Interviews (Tentative):</b>	Thursday, May 27, 2021	TBD	TBD

\*Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but access to the public may be limited to support social distancing efforts. At the time of this posting, bid openings are being performed virtually or by a hybrid method 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.

†Historic Courthouse, Council Chambers, 129 Screven St., Georgetown, SC 29440 or by virtual meeting link included herein.

## RFP #21-035 IT Managed Support and Services

### Introduction (section A)

Georgetown County, South Carolina is located on the Atlantic coast, between Horry County to the north and Charleston County to the south. The county has a total land area of 815 square miles and a population of 62,249 in the 2018 census. It provides all normal county services including public works, sheriff, jail, courts, planning and community development, fiscal departments, parks and recreation services, senior services, fire and EMS services, and administrative and support functions. The county employs approximately 700 people and has an annual budget of \$87,571,000.

Since 2012, the County has contracted for IT Managed Support with vendor, VC3, Inc. of Columbia, SC while utilizing the internal IT staff to manage day-to-day activities including client (employee) support, application support and basic network support. The selected provider will provide IT Managed Remote Services and Support, supplementing internal IT Staff and providing 24/7/365 Coverage.

### Purpose (section B)

- 1) Provide expert managed information technology (IT) support and services to Georgetown County,
- 2) Assist in standardizing IT services across all county departments,
- 3) Continually review IT status with County MIS/IT Director & County Administrator to ensure high adoption rates of deployed technologies,
- 4) Minimize downtime and technical support costs
- 5) Maximize return on investment in IT services.

### VOLUNTARY Pre-Bid Conference:

The County will host a voluntary pre-bid conference with all interested parties for the purposes of answering questions. This **VOLUNTARY Pre-Bid Conference** will begin promptly at **10:00AM ET on Friday, May 7, 2021** and will take place in the Council Chambers located at 129 Screven St., Georgetown, SC 29440. Due to the COVID-19 situation, vendors wishing to partake in the pre-bid conference may also attend this meeting virtually, rather than in-person. See virtual meeting invitation link and call in information below if you would prefer to join this meeting virtually.

### Virtual Meeting Link:

<https://www.gotomeet.me/GeorgetownCountyPurchasing/pre-bid-conference-for-rfp-21-035-it-managed-suppo>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 361-888-501

**Scope** (section C)

General (section C.1)

The County is seeking a qualified company to provide 24/7/365 managed information technology (IT) support and services. This Support and Services shall include but not be limited to: Remote Management, Monitoring, System Patching, Network Support and Server Backups. The vendor will need to provide a Liaison(s) that can communicate and coordinate with the County MIS/IT Director in order to maintain mission critical infrastructure and minimize downtime/outages.

County IT Environment (section C.2)

The County currently employs nine (9) MIS/IT team members who are responsible for the day-to-day IT operations for the County, Sheriff and Library.

(section C.2.a)

1. Six (6) team members are PC/Network Technicians responsible for the support of desktops, laptops, notebooks, tablets, tough books, office automation equipment, VOIP phone system, cell phones, network equipment, video conferencing systems, security cameras, specialty software's, etc.
2. One (1) team member is the IBM I5/AS400 System Administrator and PC Administrator.
3. One (1) team member is the RPG programmer with chief responsibilities to the Clerk of Court and Tax Offices.
4. One (1) team member is a multimedia specialist with primary responsibility to the County A/V equipment.

The primary IT infrastructure is distributed at 25 different locations in the County and consists of:

(section C.2.b)

1. IBM I5/AS400 V5R4M supporting 200 users with tax assessor, auditor, court, storm water, and finance applications. (Soon to be replaced by PCI)
2. Approximately 40 servers utilizing VMware vSphere.
3. Approximately 600 Windows PCs utilizing a combination of MS office and Office 365.
4. Cisco 6500 Series core and 2600/2800 series edge routers, Cisco 3560 Series, HP 2620 & 2930 series switches connected across the county via the Sheriff, Library, and County networks. (Cisco 6500 and 2600/2800 are scheduled to be replaced)
5. Firewall Cisco AS55xx.
6. Over 60 Cisco, Aruba and Ubiquiti wireless access points, plus 4 Wireless Bridges.
7. Cisco VOIP phone system (2 VG224 systems with approximately 60 trunks and 546 phones) with Fax services.
8. E-Vault backup System. (Soon to be replaced with Datto)

The IT applications and support services include:

(section C.2.c)

1. Access to RMM (Remote Management and Monitoring) Software (Currently Using ConnectWise Automate, provided by Vendor)
2. RPG tax assessor, auditor, court, storm water, and finance applications (Soon to be replaced with PCI)
3. Predominantly Microsoft Windows 10 OS
4. Microsoft Office 2013 and above
5. New World Systems ERP Application
6. New World Systems Energov Application
7. Microsoft Office 365
8. VIMS (Veterans Information Management System)
9. Courts Applications CMS delivered by State via Citrix
10. Assess Pro tax assessment software
11. Fire Systems records management system
12. ESRI GIS
13. Network Print Services
14. Cisco Umbrella
15. Cisco DUO
16. SentinelOne endpoint ATP (advanced threat protection)
17. Barracuda Cloud Control Essentials
18. Website Management
19. Physical Access Control Systems
20. Beehive Industries Software
21. DBM Waste Management System

#### Vendor Responsibilities (section C.3)

The awarded vendor must be able to provide a Liaison(s) who can communicate and coordinate with the County MIS/IT Director on a weekly/bi-weekly basis on current/planned projects and critical issues that may arise. The vendor must be able to provide high level engineering support for mission critical IT functions (servers, network infrastructure, etc.)

1. A Liaison(s) will be the primary point of contact to the County MIS/IT Director & County Administrator for strategic IT initiatives and major issues. The Liaison(s) must be available for at least one virtual meeting Weekly/Bi-Weekly and phone available within 2 hours for critical events.
2. The Liaison(s) will provide technology recommendations bi-annually to the County MIS/IT Director and/or County Administrator with justifications, as well as provide general IT recommendations on an as need basis.
3. Engineering services will monitor the County's mission critical infrastructure and assist the County's MIS/IT Team in resolving escalated IT issues.
4. Assist the County with IT related regulatory issues (HIPPA, CJIS, PCI, etc.) and assist with IT Security Audits.
5. Assist County's MIS/IT Team in following best practices with regards to data and system security, backup, compliance, and risk management.
6. Provide access to a RMM as a means to support Servers and Desktops, as well as asset tracking.
7. Must provide fast and full system administration and engineering support for the County's:

- a. Cisco AS55xx Firewall
  - b. Cisco Catalyst chassis core switches along with edge routers
  - c. Microsoft Windows servers
  - d. VMware vSphere
  - e. Microsoft Active Directory
  - f. Office 365
  - g. Azure Active Directory
  - h. Local EVault backup (Updating to Datto)
  - i. SQL Server backup
  - j. Windows Patching & Updates
8. Provide network monitoring and full support for all County servers, switches, and routers using remote management and monitoring software:
- a) Two factor authentication to access any tool that provides access to County network, server or computer systems
  - b) Network monitoring (Minimum requirements: ping, CPU, memory state, temperature, uptime, power supply, and fan state)
  - c) Server and computer monitoring (Minimum requirements: ping, CPU utilization, CPU uptime, memory utilization, network utilization, critical service state, drive space utilization, and antivirus)

9. Model Support Matrix:

Support Item	Vendor - 1st level	Vendor - 2nd Level	MIS/IT - 1st Level	MIS/IT - 2nd Level	NOTES
Liaison(s) services	x	x			a. Reporting and Communication with MIS/IT Director and/or County Administration in System Status, Changes and Needs. b. Semi-Annual Assessments. c. Documentation Updates.
Monitoring	x	x			Network and server availability monitoring. Alerts are created for Vendor staff to react on 7x24 basis.
Windows patching	x	x			Automated Microsoft Desktop and Server patching as released by Microsoft.
Desktop & Server Management tools (ConnectWise Automate)	x	x			a. Provide the means to support servers and desktops remotely which are available to Vendor and County MIS/IT Team Members. b. Asset management for tracking of servers and desktops/laptops.
Network support	x	x	x		Management and support of network equipment over all sites to include remote and wireless access points; 1st level is shared between Vendor and local MIS/IT team with an emphasis on MIS/IT local team. 2nd level is provided by Awarded Vendor.

Windows Server support	x	x	x		Management and support of Windows Servers; currently operating with over 40 virtual windows servers; 1st level is shared between Vendor and local MIS/IT team. 2nd level is provided by Awarded Vendor.
VMware support	x	x			County has three physical Dell servers running VMware; Library has two physical VMware servers; Sheriff's office has one physical server running VMware.
Dell SAN	x	x			The County currently has two Dell EqualLogics SANs, used by the three County VMware servers providing storage to servers. (Soon to be Only One SAN)
Evault backups (Soon Datto)	x	x			Backups of the 40+ Windows servers spread within the County, library and sheriff offices.
VoIP Phone Support		x	x	x	management and support of Cisco call manager providing VoIP phone services. The County handles all 1st level with shared 2nd level between Awarded Vendor and County.
Desktop Support and local HelpDesk		x	x	x	Overall, these duties are Covered locally by the MIS/IT dept. However, Awarded Vendor provides this as a Time & Material cost as needed or required by County IT resources.
Cell Phone support			x	x	These duties are all Covered locally by the MIS/IT Team.
Badge Physical Access			x	x	These duties are all Covered locally by the MIS/IT Team.
AS/400 support			x	x	All Covered locally by the MIS/IT Team.

### **Proposal Requirements:**

The RFP response must be complete, clear and concise, not to exceed fifty (50) 8½" x 11" pages and numbered at the bottom right hand corner of the page. The proposal shall use a minimum 12-point Times New Roman font. Proposals shall follow the following format. Mandatory Bid Submission Forms will not count towards the page limitation. All other pages will apply to the page limitation.

### **Company Overview** (section D)

Provide the following for your company:

- 1) Official registered name, address, main telephone number, toll-free numbers, and facsimile numbers.
- 2) Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- 3) Brief history, including year established and number of years your company has been offering Information Technology services.

## **References** (section E)

Provide at least five (5) references, preferably government of similar size and scope. Include a contact name, phone number, email address, and brief description of work.

## **Client Relationship Management** (section F)

Describe how you would manage the customer relationship with the County MIS/IT Director and/or County Administrator.

- 1) Provide resumes (including dates of all relevant experience) of all staff expected to support Georgetown County and an organization chart explaining the reporting relationships. Include all relevant IT certifications held by staff that impact support of the County.
- 2) Describe how you will propose changes in technicians assigned to the contract and seek approval to such changes from the County.
- 3) Describe your training programs.
- 4) Describe all support staff positions that would be expected to serve Georgetown County, including executive, project, and account staff.
- 5) Describe the responsibilities of each individual position proposed to be assigned to Georgetown County's account.
- 6) Describe how afterhours support would be available.
- 7) Describe how a substitute Liaison(s) will be assigned to cover Collaboration and Communication to the MIS/IT Director whenever the primary Liaison(s) is unavailable (vacation, sick, etc.).
- 8) Describe how you would report to the County MIS/IT Director and/or County Administrator about status of systems, needs for change, etc.

## **Service Levels** (section G)

Describe service levels you will provide to the County:

- 1) Describe your work order/trouble ticket system.
- 2) Describe availability of key staff during normal business hours.
- 3) Describe how staff is available 24/7/365.
- 4) Provide your guaranteed response time for issues dependent upon severity and time of day.
- 5) Provide your average response time for after-hours issues.
- 6) How are scheduled down times determined; how communicated?
- 7) How do you propose that the service level agreement be enforced?
- 8) Describe your communication strategy for keeping the MIS/IT Director informed of system conditions and changes.
- 9) Describe how your Liaison(s) will work with the County MIS/IT Director to ascertain strategic goals/priorities and then plan to ensure that the County's IT systems will be aligned with those strategic directions.
- 10) Describe how you would ensure the County's IT infrastructure maintains its usefulness, viability, compatibility, and dependability.
- 11) Describe your approach to planning for disaster recovery that will meet the County's needs?
- 12) Describe how your Liaison(s) will be scheduled to meet with the County MIS/IT Director virtually each week/month and provide reporting on critical issues, backups and escalated tickets.
- 13) Describe how major system implementations and upgrades would be applied and what upgrades

would require additional fees.

**Monitoring** (section H)

- 1) Describe your monitoring tools and strategies to monitor and ensure the stability of the computing and communication environment in the County.
- 2) Describe how these monitoring results would be communicated to the MIS/IT Director and/or the County Administrator.

**Documentation and Records** (section I)

- 1) Describe how you would provide written reports to the MIS/IT Director and/or County Administrator.
- 2) Describe how you would document and record maintenance, installation, performance, and changes to any of the County systems.
- 3) Describe the documentation that you would make available to the MIS/IT Director and/or County Administrator of any installations or changes made.
- 4) Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.

**Background Checks** (section J)

- 1) Verify that all company employees have passed an employer background and credit check.
- 2) Certify that all approved engineers/technicians and key support staff have:
  - A. Successfully completed the Criminal Justice Information System (CJIS) Security & Awareness Training Course for the Level 1 CJIS Security Test.
  - B. Passed the CJIS / NCIC law enforcement background check to verify no criminal history. Additionally they have met all requirements of that portion of the computer systems and network infrastructure interfacing directly or indirectly with the DON network for the Interstate exchange of criminal history/criminal justice information.

**Fees** (section K)

Provide all fees associated with the proposed contract for services:

- 1) Fees for service initiation (if any)
- 2) Ongoing monthly fees (describe what is included and excluded)
- 3) Optional fees:
  - a) Special IT services (such as new system implementations, network audits, etc.)
  - b) Emergency response (such as disaster recovery)
- 4) Any additional fees applicable, including travel expenses.

**Mandatory Bid Submittal Forms** (section L)

- Non-Collusion Oath
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- Acknowledgment of any Addendum received

**Selection Process and Schedule** (section M)

The evaluation committee shall review all responses and evaluate those offerors whose proposals appear to best meet the requirements of the County. Presentations/interviews may be conducted of the highest ranked firm(s), at the discretion of the evaluation committee, and most likely would be a hybrid (virtual/in person) format. Upon final approval, a notice of intent to award letter will be mailed out to all respondents. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

**Significant Evaluation Factors** (section N)

Responses shall be reviewed by an evaluation committee based on the following factors:

Fees	25%
Company experience, certifications, expertise, references from similar agencies	20%
Client Relationship Approach	20%
Service Levels	20%
Management (Change Control, Monitoring, Documentation)	15%

[The remainder of this page intentionally left blank.]



**Instructions for Providers**  
**RFP #21-035**  
**IT Managed Support and Services**

**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 29442-1270  
Fax: (843) 545-3500  
Email: [purch@gtcounty.org](mailto:purch@gtcounty.org)

2. Sealed bids to provide IT Managed Support and Services 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.
3. **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 are 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.**
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
5. 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 like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
7. Definitions:
  - a) The terms “Proposer”, “Offeror”, “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 “IT Managed Support and Services” 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.
8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

  - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
  - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.
9. **Faxed or E-mailed bids will not be accepted by Georgetown County.**
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. 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.gtcountry.org/about/faqs.html>.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. 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".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. 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.
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. 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.

21. 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.

22. 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.

23. 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.

24. 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](http://www.georgetowncountysc.org), select “Bid Opportunities” from the Quick Links box, then “View Current Bid Solicitations”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

25. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

26. PRICE ESCALATION/DE-ESCALATION:

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

27. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

28. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

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

d. Technology Professional Liability - Errors & Omissions

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

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

29. Workman's Compensation Coverage

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

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

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

30. Hold Harmless Clause

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

31. Condition of Items

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

32. Workmanship and Inspection

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

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

33. Invoicing and Payment

The 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.

34. South Carolina Sales Tax

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

35. Assignment of Contract

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

36. Termination

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

a. Termination for Convenience

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

b. Termination for Cause

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

c. Non-Appropriation:

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

37. Default

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

38. Severability

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

39. Applicable Laws

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

40. Claims and Disputes:

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

41. Rights of County

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

42. Award of Bid

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

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

43. Notice of Award

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

44. Protest

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

45. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

46. Firm Pricing for County Acceptance

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

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

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

48. Unit Prices and Extension

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

49. Use of Brand Names (If Appropriate)

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

50. Permits

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

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

51. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

52. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org/172/Purchasing>, then select “View Current Bid Solicitations”, click on the “Expired” tab and double click the link under the individual bid listing.

53. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this 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.

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

55. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

56. Response Clarification

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

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

58. Vendor Checklist

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

- Non-Collusion Oath
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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

**NON-COLLUSION OATH** )

**COUNTY OF:** \_\_\_\_\_ )

**STATE OF:** \_\_\_\_\_ )

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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



## 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.

- (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].

(X) \_\_\_\_\_  
Signature of Company Officer



**MANDATORY BID SUBMITTAL FORM**  
**RFP #21-035**  
**IT Managed Support and Services**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Proposal and understand and accept 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 qualifications: \_\_\_\_\_

2. Monthly rates are preferred but the County will accept hourly rates if necessary.  
 Mark N/A for Not Applicable if you cannot provide a price for any given item or rate.

Support Item	Monthly Amount (\$)		Hourly Rate (\$)
Liaison(s) services	\$	or	\$
Monitoring	\$	or	\$
Windows patching	\$	or	\$
Desktop & Server Management tools	\$	or	\$
Network support	\$	or	\$
Windows Server support	\$	or	\$
VMware support	\$	or	\$
Dell SAN	\$	or	\$
Evault backups (Soon Datto)	\$	or	\$
VoIP Phone Support	\$	or	\$
Desktop Support and local HelpDesk	\$	or	\$
Onsite Support	\$	or	\$
<b>Total:</b>	\$		

3. Rates must be valid for a minimum of ninety (90) days from bid opening date.

4. Contact Address: \_\_\_\_\_  
\_\_\_\_\_

5. Contact Person: \_\_\_\_\_

6. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

7. E-Mail address \_\_\_\_\_

8. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

9. A/R Accounting Contact \_\_\_\_\_

10. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

11. E-Mail address \_\_\_\_\_

12. List five (5) Customer References, preferably government, for work of similar size and scope of services:

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

Entity Name:	
Contact:	
Title:	
Street:	

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

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

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:	

13. 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.]

14. 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.

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

Yes       No

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

17. RENEWAL OF CONTRACT

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

18. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

**Yes**       **No**

19. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
20. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 21-035 were received.

21. 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.)

22. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

23. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? \_\_\_\_\_

Our company does not accept VISA government procurement cards.

24. Printed Name of person binding bid \_\_\_\_\_

25. Signature (X) \_\_\_\_\_

26. Date \_\_\_\_\_

**NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. 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".



**STATE OF SOUTH CAROLINA )**  
**GEORGETOWN COUNTY )**

**PROFESSIONAL**  
**SERVICES**  
**CONTRACT**

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and \_\_\_\_\_ whose Administrative Office is located at \_\_\_\_\_ (“Provider”).

This Contract for Professional Services (“Contract”) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and shall have an Effective Date of the day of \_\_\_\_\_, 2021 (the “Effective Date”).

**1. GENERAL TERMS OF CONTRACT**

- 1.1. **Headings:** Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.
- 1.2. **Time of Performance:** The timely performance by Provider of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.
- 1.3. **Arbitration:** This contract is not subject to arbitration.
- 1.4. **Dispute Resolution:** If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.
- 1.5. **Merger, Amendment, and Waiver:** This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Provider concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Provider. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Provider to rely upon such forbearance in the event of another similar breach by Provider of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

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

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 Request For Proposal, that formed the basis of the Scope of Services of this Contract.
  - 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by 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:**

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

**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:** All notices required or permitted under this Contract shall be effective:

9.3.1. On the third (3<sup>rd</sup>) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

9.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

## **10. 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. TITLE VI COMPLIANCE:**

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

## **13. COUNTERPARTS:**

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

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

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

**WITNESS:**

**PROVIDER NAME**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

COUNTY OF GEORGETOWN

**By:** \_\_\_\_\_

Louis Morant  
County Council Chair

SAMPLE

**ATTEST:**

\_\_\_\_\_

Theresa Floyd  
Clerk to Council

**EXHIBIT A  
SCOPE OF SERVICES**

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**SAMPLE**

**EXHIBIT B  
PAYMENT FOR SERVICES**

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

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

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

SAMPLE

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

- 2) South Carolina Sales Tax

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

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