

John D. Tigert
Purchasing Services Manager

Kenneth F. Waggoner Building
201 Johnston Street, 2nd Floor
Saint George, SC 29477
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REQUEST FOR PROPOSALS
NO. 2021-39

Disaster Debris Monitoring & Recovery
Services

PROJECT OVERVIEW

SOLICITATION NUMBER:	RFP No. 2021-39
DESCRIPTION OF WORK:	Disaster Debris Monitoring & Recovery Services
DEADLINE FOR QUESTIONS:	11/25/20 @ 5:00 PM Eastern
PROPOSAL DUE DATE:	12/17/20 @ 2:00 PM Eastern

Proposals should be submitted electronically through online bidding portal located at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-fee9c9a670c0>

Vendors may register online for free at the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/dorchester-county-sc-vendor-registration>

Proposals may also be mailed or hand-delivered to:

Dorchester County
Purchasing Services Division
201 Johnston Street; 2nd Floor
Saint George, SC 29477

This solicitation does not commit Dorchester County to award a contract, to pay any cost incurred in the preparation of submitted offers, or to procure or contract for the services. The County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so. The County will be the sole judge as to whether offers submitted meet all requirements contained in this solicitation.

The term “Offer” means your “Offer” or “Proposal”

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REQUEST FOR PROPOSALS (RFP) GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF PROPOSALS

- 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. Proposals 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. Mailed or hand-delivered proposals must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Dorchester County Purchasing Services, 201 Johnston Street, 2nd Floor, Saint George, South Carolina 29477. Each sealed envelope containing a submission shall be marked on the outside with the Offeror's complete name, address, solicitation number, description of services requested by RFP (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such submission.
- D. **Offers submitted after the "Opening" date and time will not be opened or considered.**
- E. Offers may be withdrawn by written request received from the Offeror prior to the time set for opening of offers, but not thereafter.
- F. Dorchester County reserves the right to make any changes to this RFP, or to reject any and all proposals, or parts of any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFP, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the offers received as a result to this RFP. 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.
- G. Offerors shall promptly notify the Dorchester County Purchasing Office, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents or the project premises and local conditions.
- H. Offerors requiring clarification or interpretation of the RFP documents shall make a written request which must be received at the Dorchester County Purchasing Office no later than the last date and time for submittal of written questions.
- I. Any interpretation, correction or change of the RFP documents will be made by addendum. It is your responsibility to monitor the Procurement website by selecting Offers/RFP Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.
- J. No substitutions will be considered after the Contract award except by amendment or change order.

2. NON-COLLUSION OATH

Every offer must be accompanied by a notarized affidavit of non-collusion, executed by the Offeror or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

3. **OFFEROR REPRESENTATIONS**

Each Offeror by submitting an offer represents that:

- A. The Offeror has read and understands this RFP (including all specifications, attachments, and addenda) and that their offer is made in accordance therewith.
- B. The Offeror has reviewed the RFP, 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 offer is based on the terms, materials, systems and equipment required by this RFP, without exception.
- D. The Offeror is qualified to provide the services and equipment required under this RFP and, if awarded the Contract, will do so in a professional, timely manner using Offeror's best skill and attention.

4. **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 offers and any part of an offer; 2) waive informalities, technical defects, and minor irregularities in offers received.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFP.

5. **NOTICE OF AWARD OF CONTRACT**

The successful Offeror will be notified of acceptance of offer by a written Notice of Award of contract. The successful Offeror shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by successful Offeror prior to execution of the contract by both parties.

The successful Offeror shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within Five (5) Business Days after the issuance of the Notice of Award.

6. **CONTRACT DOCUMENT**

Any Contract resulting from this solicitation shall be virtually identical in substance and form to the Contract which is attached and located in Section C, Sample Contract. The only anticipated changes in Section C, Sample Contract, will be to include additional exhibits and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the solicitation deadline. Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions. Because the signed contract will be substantively and substantially derived from Section C, Sample Contract, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Section C, Sample Contract, before submitting a proposal. Again, Section C, Sample Contract, contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued and award the Contract to another Offeror.

7. **MODIFICATION**

The County has defined this section in the Sample Contract under Section Twenty-One.

8. **NOTICE TO PROCEED**

A Notice to Proceed will be issued after the successful Offeror has executed the Contract and has

submitted acceptable proposals in response to specific projects or tasks. The Notice to Proceed will be in the form of a Purchase Order issued by the Purchasing Services Office.

The successful Offeror shall not deliver any equipment to the work site or commence work until the successful Offeror has received a Notice to Proceed.

9. OFFEROR'S QUALIFICATIONS

Before an offer is considered for award, the Offeror may be requested by the County to submit a statement providing additional information regarding their previous experience in performing comparable work.

10. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Offeror shall provide to the Purchasing Services Manager a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Section E, Required Forms.
- B. The successful Offeror shall not substitute other subcontractors without the written consent of the Purchasing Services Manager.
- C. The successful Offeror shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Offeror. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Purchasing Services Manager determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Offeror accordingly, and the successful Offeror shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County.
- F. It shall be the successful Offeror's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

11. INDEMNIFICATION

The County has defined this section in the Sample Contract under Section Twenty-Three.

12. TERMINATION

The County has defined this section in the Sample Contract under Section Twenty-Two.

13. STATE AND LOCAL TAXES

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

The successful Offeror 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 Offeror 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 Offeror 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 Offeror's failure to pay any tax of any type due in connection with this Contract.

The successful Offeror 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.

14. DRUG-FREE WORKPLACE ACT

By submitting an offer, Offeror certifies that, if awarded a contract, Offeror 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.

15. INSURANCE REQUIREMENTS

The successful Offeror 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 Offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Offeror 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.

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 Offeror, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

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

C. Workers' Compensation

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

D. Owners' & Contractors' Protective Liability

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

E. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

F. Coverage Provisions

- 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 offeror'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 Offeror 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 Offeror 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.
- i. The Offeror 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.
- j. 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 Manager or Procurement Director.

16. UTILIZATION BY OTHER PUBLIC AGENCIES CLAUSE

The use of this solicitation and resulting contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms and prices in effect between the County and the Contractor. The parties also agree that any other agency utilizing the terms and prices of this agreement shall not be deemed to be an agent or employee of the County of Dorchester for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

The County is not otherwise responsible for the Public Agencies' performance of the Contract between the individual Public Agencies and the Contractor or for any obligation or liability accruing to the Public Agencies in the performance thereof. The Public Agencies and the Contractor further agree to waive any rights they may have in making the County of Dorchester a party to a dispute between a Public Agency and the Contractor.

SECTION A

**SPECIAL INSTRUCTIONS/ TERMS
AND CONDITIONS**

**REQUEST FOR PROPOSALS (RFP)
SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS**

1. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Wednesday, November 25th, 2020, Eastern Time.**

2. OFFER SUBMITTAL DEADLINE:

Offers will be received until **2:00 p.m., Thursday, December 17, 2020, Eastern Time.** Late offers will not be accepted.

3. TERM OF CONTRACT:

It is the intent of Dorchester County to award a contract for a three-year term with the option to renew for one additional two year term (for a total of five years).

4. DAMAGES:

The County has defined this section in the Sample Contract under Section Nineteen.

5. PAYMENT TO CONTRACTOR:

Each proposal shall describe how billing to Dorchester County will be handled, and the terms for payments must be at least net 30, by the County to the Proposer.

6. SECURITY REQUIRED

- A. *Offer Security*
N/A
- B. *Forfeiture of Offer Security*
N/A
- C. *Return of Offer Security*
N/A
- D. *Payment and Performance Security*
N/A

7. ADDITIONAL INFORMATION INQUIRIES

Questions or clarifications concerning this invitation should be posted to the solicitation on the website or *only* directed to:

John Tigert
Dorchester County
201 Johnston Street, 2nd Floor
Saint George, SC 29477
Tel: 843-563-0142
Email: jtigert@dorchestercountysc.gov

SECTION B

SCOPE OF WORK/SPECIFICATIONS

DISASTER DEBRIS MONITORING AND RECOVERY SERVICES

The County requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services include, but are not limited to, facilitating communication with FEMA, FHWA, the State of South Carolina and other state, local and federal agencies. It is the intent of this Request for Proposal (RFP) to obtain fixed price proposals from firms specializing in Debris Monitoring and Recovery Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Dorchester County and would be in effect for a period of three (3) years. Dorchester County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Dorchester County, and as such, give the right of said agencies to coattail the contract with the awarded Contractor.

SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. May be required to assist the County and the Debris Contractor with the selection and permitting of Temporary Debris Staging and Reduction Sites (TDSRS) locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the County with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using standard and electronic methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the County informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.

l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors. Utilization of an Army Corps of Engineers approved ADMS (automated debris management system) to provide the county with real time status of debris operations and reporting.

n. Disaster related damage assessment and reconstruction services, as needed.

o. Final report and appeal preparation and assistance.

p. Other disaster recovery services as requested by the County.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

a. Comprehensive emergency management plans to include plan development; plan review, and plan revisions.

b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation.

c. May be required to assist the County and the Debris Contractor with the development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

d. Procurement assistance for debris removal contractors and other services as requested.

e. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.

f. Technical support and assistance in developing public information.

g. Other training and assistance as requested by the County.

h. Other reports and data as required by the County.

C. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, policy and procedure development, engineering, and construction management services. The Consultant should also participate in trainings and exercises. Specific areas where services may be

requested include County facilities, utility systems, transportation systems, and other sectors as required.

SECTION C

Proposal Format and Selection Criteria

PROPOSAL RESPONSE REQUIREMENTS

Proposers must respond in the format delineated below.

The following information shall be labeled in sections to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

a) Provide a description and history of the firm along with providing information related to previous governmental experience.

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and waste and hazardous waste management and disposal.

2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

3. Recent experience managing incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger removal programs, processing site monitoring, and FEMA reimbursement.

b) Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

a.) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 2,000,000 cubic yards for each client. Recent debris monitoring from hurricane events is preferred.

b.) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3. TECHNICAL APPROACH

Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor position listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost without any addition of overhead, administrative costs, or price increases applied.

SELECTION CRITERIA

Criteria Process

The criteria evaluation of this RFP will be made using the following process:

1. Proposer(s) will be scored based on the quality of the response to this RFP, based on the evaluation criteria stated below.
2. If necessary, one or more of the Proposers MAY be invited to make oral presentations to a selection committee to answer questions.
3. Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials.
4. The County reserves the right to award the solicitation to the Proposer who best fits the needs of the County at the best value.

Proposal Evaluation Process

An evaluation team composed of representatives of Dorchester County will evaluate proposals on a variety of qualitative and quantitative criteria. The County will select that responsible offeror who can accomplish the requirements set forth in the RFP in a manner most advantageous to the County considering all factors herein. The County will select the offer that represents the best value to the County based on a comparative analysis and an integrated assessment of proposals against all source selection criteria in the solicitation.

Dorchester County reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the County may deem necessary to make a decision.

Negotiations

The evaluation team may negotiate with the top-scoring firm. If an agreement cannot be negotiated, the Team may approach the next highest-scored firm. The County may, at its discretion, terminate negotiations with any or all vendors.

Proposal Selection Criteria

The evaluation team shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor’s proposals. All assignments of points shall be at the sole discretion of the team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined to be essential for use by the team in the offer evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the team.

The team reserves the right to:

- Select a proposal other than that with the greatest financial benefit to the County.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Award a contract to one or multiple firms.

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

b. Scoring Guidelines

The selection panel members will evaluate proposals on a scale of 0-3 for criteria using the guidelines below.

Score Points

- 0 = Missing or Does Not Meet Expectation 2 = Meets Expectation
- 1 = Partially Meets Expectation 3 = Exceeds Expectation

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Specialized Experience or Technical Expertise of the Firm in Connection with the Service to be Provided and on Similar Size Projects			
Knowledge of Federal Emergency Management Agency (FEMA) Regulations and Procedures / Emergency Planning / Response Experience			
Key Staff Project Understanding and Approach			
Management Systems / Reporting Systems / Training Manual			
Cost Proposal			
Final Score			

c. Proposal Clarification

The Purchasing Services Division may contact any vendor in order to clarify uncertainties or eliminate confusion concerning contents of a proposal.

d. References

The Purchasing Services Division may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

SECTION D

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF DORCHESTER)

CONTRACT No. [XXX]
[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 [services], as described in Request for Proposals No. [RFP #] ("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:

Request for Proposals (RFP) No [RFP #]/Scope of Work
Contractor's Insurance Certificate(s) and Endorsement(s)
Contractor's offer 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 [dept].

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.

CONTRACTOR:

**COUNTY OF DORCHESTER,
SOUTH CAROLINA:**

Name:
Title:

Jason L. Ward
County Administrator

Witness:

Witness:

1)_____

1)_____

2)_____

2)_____

SECTION E

REQUIRED FORMS

ATTACHMENT A
 COST PROPOSAL FORM
 RFP# _____

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Project Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

VENDOR NAME: _____

VENDOR SIGNATURE: _____

Proposer understands that Dorchester County reserves the right to reject any or all proposals and to waive any informality in the Proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Proposals.

The undersigned declares that his firm is:

A corporation organized and existing under the laws of the State of _____.

The undersigned declares that the person or persons signing this proposal is fully authorized to sign the Proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this Proposal or the contract that may be entered into as a result thereof, and that in all respects the Proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Contractor

(SEAL – if Proposal is by a Corporation)

By: _____

Title

(Physical Address)

(Mailing Address)

S.C. General Contractor’s License No.: _____

Dorchester County Vendor Information Form

COMPANY LEGAL
NAME: _____

DBA: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

REMIT EMAIL
ADDRESS (FOR PO'S) _____

FEDERAL TAX ID #: _____

REGISTERED IN:
(STATE) _____

CONTACT PERSON TO SEND CONTRACT TO

NAME: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

HOW DID YOU HEAR ABOUT THIS OPPORTUNITY TO DO BUSINESS WITH THE COUNTY?

DORCHESTER COUNTY PROCUREMENT SUBCONTRACTOR DATA FORM

List ALL subcontractors to be used on this project. Failure to complete this Subcontractor Data Form in its entirety, as well as to submit this form with your original response to this solicitation, may subject your response to rejection.

Project Name: _____ Solicitation No.: _____ Date: _____

Prime Contractor: _____ City, State: _____ Phone: (____) _____

RESPONDENT MUST LIST ALL SUBCONTRACTORS

Subcontractor's Business Name, Address, Phone, and Principal's Name	Short Description of Goods or Services to be Provided by Subcontractor	Are there any licenses or certifications required by SC law for this subcontractor or any of its employees?
		<input type="checkbox"/> Yes / <input type="checkbox"/> No
		<input type="checkbox"/> Yes / <input type="checkbox"/> No
		<input type="checkbox"/> Yes / <input type="checkbox"/> No
		<input type="checkbox"/> Yes / <input type="checkbox"/> No
		<input type="checkbox"/> Yes / <input type="checkbox"/> No

Attach additional copies of this form if more space is needed. Substitutions for this form are not acceptable.

Page ____ of ____

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of 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 the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror 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."

Bidder/Offeror 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.

Solicitation Number: _____

Company Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

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 Company herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Company, or itself, to obtain information that would give the Company an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Company or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS
____ DAY OF _____, 20__

Authorized Signature for Company

NOTARY PUBLIC FOR THE
STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Please print Company's Name and Address:

Note: Notary seal required for Out of State Company



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Dorchester County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI & VII, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies its commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Solicitation Number: _____

Company Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____